

# PRESIDIO OF MONTEREY NEGOTIATED AGREEMENT

BETWEEN

DEFENSE LANGUAGE INSTITUTE  
FOREIGN LANGUAGE CENTER

&

U.S. ARMY GARRISON

AND

AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES (AFL-CIO)  
LOCAL 1263



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## **PREAMBLE**

### **1. Policy and Purpose.**

In accordance with Title VII, Public Law 95-454, this Agreement is entered into by and between the Defense Language Institute Foreign Language Center (DLIFLC) - Presidio of Monterey, and the United States Army Garrison (USAG) - Presidio of Monterey, California, hereinafter referred to the "Employer" or "Management," and the American Federation of Government Employees (AFGE), (AFL-CIO), Local 1263, hereinafter referred to as the "Union" or "AFGE," and collectively known as the "Parties" pursuant to the statutory authority of the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the United States Code.

### **2. Public Interest.**

The Employer and the Union recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure efficient accomplishment of the operations of the Government. Therefore, effective collective bargaining is in the public interest. Consistent with this policy, through the Union, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices related to their conditions of employment through collective bargaining. The parties mutually recognize that the Congress of the United States has expressed public policy that labor organizations and collective bargaining in civil service are in the public interest (5 U.S.C. 71).

### **3. Definitions Applicable to this Agreement.**

- a. *Days* mean calendar days, unless otherwise specified.
- b. *Employee* means bargaining unit employee, unless otherwise specified.
- c. *Position* means bargaining unit position, unless otherwise specified.

### **4. Relationship to Laws and Government-Wide Rules and Regulations.**

- a. The Parties will be governed by this Agreement, current and future laws, current and subsequently-enacted Government-wide rules and regulations implementing 5 U.S.C. 2302 in accordance with 5 U.S.C. Chapter 71.
- b. Any published changes to Department of Defense (DOD) and the Department of the Army (DA) regulations and policies are subject to local negotiations.

### **5. Labor-Management Partnership Cooperation.**

a. In the interest of performing the Agency's mission, providing efficient and effective service to the public, and improving morale and the quality of work life for employees, the parties will strive for engaging with each other in a cooperative, collaborative manner. Partnership involves the design, implementation, and maintenance of a cooperative working relationship between Labor and Management through maximum pre-decisional involvement in order to achieve common goals. Management and Union leadership are committed to the principles upon which Executive Order 13522, dated December 9, 2009, Creating Labor-Management Forums to Improve Delivery of Government Services, is based in order for this effort to be successful.

b. In everyday interactions management and employees will deal with each other in a professional manner and with courtesy, dignity, and respect.

## Article 1 – Union Recognition

The Defense Language Institute Foreign Language Center (DLIFLC) - Presidio of Monterey (POM) and United States Army Garrison (USAG) - POM, hereinafter the Employer, recognizes the American Federation of Government Employees (AFL-CIO), Local 1263, hereinafter the Union, pursuant to a Certification of Representative, Case No. 70-4522, dated 24 December 1977, a Certification of Representative, Case No. 70-5764, dated 7 September 1977, an amendment of Certification and Representation, Case No. SF-RP-90104, dated 16 June 2000, and a clarification of unit, Case No. SF-RP-09-0014, dated February 24, 2010, as the exclusive representative of the bargaining units described:

### A. Professional Employees.

1. Included: All professional employees in the 1700 series of the DLIFLC, POM, California. (The 1700 series includes Faculty Personnel System and General Schedule employees).

2. Excluded: All other professional employees; all nonprofessional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### B. Nonprofessional Employees.

1. Included: All non-professional employees of the DLIFLC and the USAG, POM, California.

2. Excluded: All fire prevention and protection employees; all professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## Article 2 – Management Rights

**Section 1. Rights of Management.** The Union agrees to respect the rights of management.

### Section 2. 5 U.S.C. 7106.

A. Subject to subsection B of this section, nothing in this Article shall affect the authority of any management official of the Employer:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and

2. In accordance with applicable laws:

a. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

c. With respect to filling positions; to make selections from:

(1) Among properly ranked and certified candidates for promotion; or

(2) Any other appropriate source; and

d. To take whatever actions may be necessary to carry out the agency mission during emergencies.

B. Nothing in this section shall preclude the Employer and the Union from negotiating:

1. At the election of the Employer, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. Procedures which management officials of the Employer will observe in exercising any authority under this section; or

3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## Article 3 – Union Rights

**Section 1. Rights of the Union.** The Employer agrees to respect the rights of the Union. Pursuant to 5 U.S.C 7114 (a)(1), the Agency recognizes the Union as the exclusive representative of the employees in the units described in Article 1 of this Agreement.

A. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the units.

B. The Union is responsible for representing the interests of all employees in the units it represents without discrimination and without regard to labor organization membership.

C. The Union has the exclusive right to represent all employees in the bargaining units in negotiations

with the employer regarding conditions of employment.

D. The Employer may consult with the Union regarding the formulation and implementation of new policy or changes in policy affecting the employees or their condition of employment and shall negotiate with the Union regarding procedures and impact of such changes.

## **Section 2. Representation and Investigation.**

### **A. Representation Requirements: Formal Discussions.**

1. Pursuant to 5 U.S.C. 7114(a)(2)(A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, or work methods and assignments. The Employer will notify the Union President or designee before such discussions are held. The Union shall have up to 24 hours to provide a representative.

2. The representative designated by the Union will be given advance notice of any formal discussion that is to be held. If that official or designee is not available, the Agency shall contact the Union President. This advance notice will be given unless management has been prevented from doing so due to an emergency. In situations involving a meeting with a large group of employees (such as a meeting with a Branch, Division or Office), the Union shall receive at least a two (2) working-day notice of the meeting.

3. At the start of each formal discussion, the Employer's representative will ask any Union representative who may be present to identify themselves. Furthermore, the Employer's representative will permit the Union representative to ask relevant questions and to have full participatory rights during the meeting to the extent accorded to other employees.

4. The Union will be provided an opportunity to be present and to voice its position at all formal discussions between Management and employees or employee representatives concerning grievances, personnel policies and practices or other matters

affecting the general working conditions of employees in the Units.

a. Union-initiated proposals for new policy or changes in established activity policies or regulations, or resolutions to problems will be presented to the designated Employer Representative. Such proposals initiated by the Employer shall be presented to the designated Union representative.

b. The Parties recognize the right of the Union President to submit the Union's proposals or views directly to the DLIFLC Commandant or the Garrison Commander for consideration when changes in procedures are proposed by the Employer.

c. The Union has the right to represent an employee or group of employees in presenting grievances.

### **B. Investigatory Examinations.**

1. As provided in 5 U.S.C. 7114 (a)(2)(B) and Section 5 of Article 31, "Disciplinary and Adverse Actions," the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an investigation if:

a. The employee reasonably believes that the examination may result in disciplinary action against the employees; and

b. The employee requests representation.

2. The Union will determine which representative will be assigned to any particular investigatory examination.

3. The Union representative will be given a reasonable amount of time to arrive at the examination. Once the employee requests representation, no further questioning will take place until the representative arrives. If the representative is not available due to work schedules or other representational business, the examination will be postponed until the next day if practicable based on the circumstances.

4. The Employer agrees to notify employees of their right to representation (Weingarten Rights) in accordance with Section 1, B 1 & 2 above, at least once per year.

C. The Employer shall not restrain, interfere with, or coerce representatives of the Union in the exercise of

their rights under 5 U.S.C. 71.

D. The Employer's intent is to provide the Union with reasonable advance written notice of surveys concerning conditions of employment that involve bargaining unit employees. The Employer will also provide the Union with an advance written copy of survey results under management control, upon request.

**Section 3. Union Representatives.** The Union may designate its own representatives. The Union will notify the Employer of the current name, title, and work location of its representatives, and timely apprise the Employer of any changes or additions.

#### **Section 4. Office Space, Furnishings and Equipment.**

A. The Employer will continue to provide office space to the Union as it had prior to the effective date of this agreement in compliance with the requirements below.

1. The Employer will provide the Union with office space that is of sufficient size to allow the Union to effectively perform its representational functions, including maintaining its files; conducting private conversations with employees, while still conducting other business; and conducting meetings with up to ten (10) people present at a time.

2. The Union's office space will be located to allow most employees easy access.

3. Management agrees that if office space becomes available for an additional Union office at the Ord Military Community (OMC) it will be provided.

4. Management agrees to provide meeting space upon request at remote locations on an as needed basis.

B. The Union office space will be furnished with desks, chairs, lockable file cabinets, bookcases, conference tables, printer carts, and other furnishings equivalent with what is generally used in that work location.

C. The Union office space will be equipped with computers, laser printers, telephones, FAX machines and other equipment equivalent with what is generally used in that work location.

D. Computer equipment will allow access to the Employer's unclassified network, e-mail, and Intranet. The Union will be responsible for maintaining its own

purchased equipment.

E. Telephones will allow access to DSN or comparable long distance network and local calling. The Agency will provide conference calling capability, voice mail, and caller ID commensurate with what is provided other Agency workspace.

F. The Employer will provide the same level of cleaning and maintenance service in Union occupied space where it is located in agency facilities as agency facilities receive. The Union is responsible for ensuring accessibility to its space during normal cleaning and maintenance schedules.

G. The Union will be granted access to photocopiers, internal mail distribution (for other than mass mailings), video conference facilities, video equipment (i.e., TV), and other office services routinely used in that work location. The Union will follow the same reservation and use procedures as all other users.

H. The Union will be given access to conference rooms and auditoriums for meetings requiring that size space. Where there are facilities they shall be made available for Union meetings and membership drives, before or after duty hours or during lunch periods if such space is not already committed. The Union will follow the same reservation and use procedures as all other users.

I. The Employer will not charge the Union for Agency-provided space, furnishings and equipment.

#### **Section 5. Union Bulletin Boards.**

A. The Employer will provide the Union with bulletin boards in each facility and agrees to make reasonable bulletin board space available for exclusive use by the Union. Such space will be authorized only in buildings and areas accessible principally to employees in the units. Space on bulletin boards authorized for use by the Union shall not be less than 12 square feet on each board designated and it will be the responsibility of the Union to maintain this space in good order. All costs incident to the preparation, reproduction and distribution of such material will be borne by the Union. Union bulletin boards will be prominently identified as such by management and will be located in areas accessible to bargaining unit employees.

B. The Union agrees that information posted on bulletin boards will not contain items relating to partisan political matters or propaganda against or attacks upon individuals. Information posted on bulletin boards by the Union relating to the facility,



DOD or the Federal Government will not contain language that will malign the character of any individual Federal employee.

C. The Union will be granted access to the Employer's electronic bulletin boards to post notices and communicate with bargaining unit employees, if the Union assumes any cost associated with its use. The Union will follow the same reservation and use procedures as all other users.

## **Section 6. Communication.**

### **A. E-mail.**

1. The Union will comply with all security measures enforced on other e-mail users.

2. The Union may send messages to more than one recipient at a time under the same restrictions that the Employer applies to itself.

3. Upon written request, the Employer agrees to furnish the Union a list of bargaining unit employees in electronic format on a monthly basis, which will include names, series and grades/rank and duty locations.

4. The Union will be judicious in the use of attachments to e-mail messages. Attachments will be kept to a minimal size, with the understanding that some documents, like arbitrators' decisions, can be lengthy.

5. Consistent with 18 U.S.C. 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities by employees who do not serve as Union representatives, either in support of or in opposition to any legislation or appropriation of Congress.

B. Distribution of Literature. Official publications of the Union, which may include newsletters, fliers, or other notices, may be distributed on Agency property by Union representatives during approved official time or non-duty time. Where available, Union representatives will use centralized employee mail slots/drops to distribute Union publications. Distribution shall be accomplished so as not to disrupt operations. All such materials shall be properly identified as official Union issuances.

### **C. Telephones.**

1. The Employer will provide a telephone directory with the work phone numbers of all appropriate bargaining unit employees and all

management representatives via the Intranet and/or Outlook.

2. The Union office telephone numbers will be included in all Employer telephone directories.

3. The Employer agrees to publish the telephone numbers of the Union President, 1st Vice President and Chief Steward in the Employer's Staff Directory.

D. Mail. Consistent with postal regulations, the Union shall have use of the Employer's metered mail limited to labor relations representational matters but not including matters relating to internal Union business. This, however, does not permit the Union representative to use other types of mailing such as express, overnight, registered, certified mail, etc., except where required or to meet time frames imposed by a third party (e.g., EEOC, arbitrator, FSIP, FLRA).

**Section 7. Publication.** The Employer will reproduce copies of this Agreement and will provide the Union with an adequate number of copies for posting on employee bulletin boards and distribution to all personnel in the units. A copy will be furnished initially to all bargaining unit employees and subsequently to new employees in the units as they are hired. The cost of publication will be borne by the Employer.

**Section 8. Personnel Information.** Copies of vacancy announcements for positions in the unit and copies of official civilian personnel management policies and procedures covering matters of legitimate mutual concern will be furnished to the union at the time of distribution. Union officers and stewards will be provided access to the library of laws and regulations in the Civilian Personnel Office during normal duty hours.

**Section 9. Parking.** A parking space will be provided and conspicuously marked, "President, AFGE Local 1263" near the President's work site. Management will provide two (2) additional spaces near the Union Office for use of the Union officials and visitors to the Union office marked, "Reserved, Union Official AFGE Local 1263."

**Section 10. Access to Information.** The Employer will furnish to the Union, or its authorized representatives, upon request, and to the extent not prohibited by law, data concerning the Bargaining Units which:

A. Is normally maintained by the Employer in the regular course of business;

B. Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

C. Does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

**Section 11. Authorized Union Signature.** The Union agrees that only the signature of the Union President or his/her designated Union Official will establish the recognized Union position on all official Union correspondence.

## **Article 4 – Employee Rights**

**Section 1. Right to Join and Assist the Union.** In accordance with 5 U.S.C. 7102, each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:

A. The right to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

B. The right to engage in collective bargaining with respect to conditions of employment through representatives.

**Section 2. Right to Representation.** Employees have a right to the representation and assistance of the Union. Employees may contact and meet privately with a Union representative during duty hours for representational matters. An employee who wishes to meet with a Union representative to discuss representational matters will notify his or her immediate supervisor or appropriate management official. The employee will be released unless his or her absence would cause a disruption in the employee's work area at that time. If the employee cannot be released at the time of the request, then he or she and the supervisor will arrive at a mutually agreeable time for departure, normally within 24 hours. Any grievance deadline associated with the employee's issue will be extended by a like amount of time if the release of the employee is not immediate.

A. The Union shall be given the opportunity to be represented at any examination (i.e., questioning) of an employee by a representative of the Employer in connection with an investigation if the employee

reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation. If an employee requests a representative, no further questioning will take place until the representative arrives. If the representative is not available due to work schedules or other representational business, the examination will be postponed until the next day if practicable based on the circumstances.

B. The Employer and the Union agree that advance notice should be given to an employee of the subject of any meeting that involves an examination in connection with an investigation. The Employer will make a reasonable effort to provide such notice to the extent practicable.

C. An employee suspected of a criminal offense, or the subject of an investigation under the provision of AR 15-6, will normally be advised of his or her right to Union representation by the investigator before questioning begins, in accordance with applicable law.

D. Notification of proposed substantive changes in conditions of employment will be given to the Union consistent with 5 U.S.C. 7117 and not communicated directly to employees.

E. This section is not intended to preclude any Union/employee involvement in nonacademic surveys under Management control that may exist in accordance with the parties' mutual agreement or statute.

F. Consistent with 5 U.S.C. 7114(a)(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance, formal EEO complaint settlement discussions or any personnel policy or practices or other general condition of employment. The Employer will give the Union sufficient advance notice to exercise its rights under this section. The attendance of the Union representative will be acknowledged by the Employer at the start of such formal discussions.

G. Management will e-mail and post employees' Weingarten rights once a year notifying employees that they have a right to Union representation.

## **Section 3. Personal Rights.**

A. Managers and employees are expected to deal



with each other in a professional and courteous manner.

B. The Employer will make every reasonable effort to conduct discussions between supervisors and employees, concerning criticisms of work, performance problems, discipline discussions, and counseling sessions in private. This section is meant to protect the privacy and dignity of employees by requiring managers to deal with negative or personal matters where other employees cannot hear whenever possible.

C. Employees have the right to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with 29 C.F.R. 1960.46(a).

D. If an employee is to be served with a warrant or subpoena, it will be done in accordance with the Office of the Staff Judge Advocate Memorandum; Subject: Policy for the Service of Process on the Presidio of Monterey and Ord Military Community.

E. All employees who are new to a facility will be introduced to the administrative staff as soon as practicable.

F. In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

G. The Employer will provide lockable accommodations for the secure storage of appropriate personal belongings for those employees that are required to be away from their administrative work area. Any search of these accommodations must be done in compliance with applicable laws and regulations.

H. Upon request, the Employer will instruct employees on filing a claim for reimbursement for personal property damage or loss under 31 U.S.C. 3721 and will make forms available in case of loss.

I. Off-duty, employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination at the work site, and without imposition of discipline or adverse action unless such pursuit impairs the efficiency of the service.

J. An employee's decision to resign or retire, if eligible, shall be made in accordance with prevailing regulations and without coercion. The Employer will provide retirement information to bargaining unit employees upon request. Employees can also access [www.abc.army.mil](http://www.abc.army.mil) for retirement information. The Employer will periodically provide retirement seminars. Information provided at the seminars may include, but is not limited to, retirement materials, legal services information, life, and medical insurance information.

K. If an employee is facing termination, the employee may resign, freely and in accordance with prevailing regulations any time prior to the effective date. The employee may withdraw his or her resignation prior to the effective date.

#### L. Non-Work Space.

1. The Employer will provide employees with access to clean and comfortable meal and break areas in close proximity to their work areas. The meal areas should include kitchen-type facilities, including refrigerators, appliances for heating and toasting, making coffee and tea, etc. These areas should be away from customers, clients, and other non-employees whenever possible.

2. In the rare cases in which it is impossible to provide on-site space for meals or break periods, the Employer will work with the Union to identify locations where employees can spend these non-work periods.

3. Maintain clean, sanitary male and female restrooms.

M. The Employer will make every reasonable effort to:

1. Have sufficient drinking water apparatus installed in employee's workplaces in compliance with the Uniform Building Code.

2. Supply office furniture adequate to the work assigned to all employees.

3. The Employer will monitor the results of the annual water quality tests performed by the California American Water Company and Marina Coast Water District and forward the Annual Consumer Confidence Reports to the Union and installation personnel.

4. Provide office space in accordance with AR 405-70, Open Office Space Allowances for Personnel in Army Space, Executive Order 12411, 29 Mar 83,

and NFPA Life Safety Code 101, 2009.

N. The Union and the Employer will explore a joint "Wellness and Fitness Program," if there is no cost incurred by the Employer per DOD policy (3 hours per week). Upon written request, the Employer will provide suitable available space for use by employees for exercise classes, aerobics, and other physical fitness activities. This space may be made available during normal operating hours for use by employees during their lunch hours or non-working hours, to the extent that these activities do not cause a disruption to the office. Where convenient facilities exist nearby, the Union and the Employer will explore a joint use program, if there is no cost incurred by the Employer.

#### **Section 4. Access to Telephones and Post Facilities.**

A. All employees will have access to telephones, when available, for official government business and permitted personal use.

B. Post Facilities. The Employer will make reasonable efforts to allow unit employees to use POM Post facilities, recognizing that military have first priority. The facilities for which use will be requested are: snack bars, gymnasium, child development centers, youth center, outdoor recreation center, lodging, recreation center and other facilities consistent with applicable laws and regulations. A listing of facilities for use by bargaining unit employees will be published yearly or as changed, and provided to the Union.

#### **Section 5. Official Records and Files.**

A. Personnel records may not be collected, maintained, or retained except in accordance with law, government-wide regulation and this Agreement.

B. Personnel records will be maintained in a secure, confidential file and shall be viewed only by officials with a legitimate administrative need to know.

C. Employees shall be advised of the nature, purpose, and location of records that are maintained about them and of their right to access these records. This includes their Official Personnel Folder (OPF) and supervisor's file.

D. Employees and their authorized representatives will have the right and be granted a reasonable amount of time to examine any of their personnel records, whether paper or electronic, on duty time in the presence of a management official.

E. Employees and their authorized representatives have the right, on duty time, to prepare and submit any response or statements they wish to make about information contained in their personnel records or to add additional information or documents that are appropriate, relevant, work related and that are not in violation of law or government-wide rules or regulations. The Employer will, upon verification, correct the record.

F. Access to personnel records to review them, add or correct information and receive copies will be without cost, charge to leave or loss of pay. Upon request, employees have the right to have a copy made of documents in their personnel records.

G. Access to personnel records by the employee or his or her authorized representative will normally be granted within two (2) working days of the request if the records are maintained on the premises in which the employee is located. If the records are not so maintained, the Employer will immediately initiate action to obtain the records from their location and will make them available to the employee as soon as possible. Grievance time limits, if applicable, should be stayed in the event it takes more than four (4) working days for the records to be provided to the employee.

H. Employees shall have access to MyBiz through [www.cpol.army.mil](http://www.cpol.army.mil) and given a copy of any material placed in their supervisor's file within three (3) working days. Employees should acknowledge by a signature receipt of any documents provided. It is understood that such acknowledgment does not constitute agreement with the contents. Other than records that are exempt, any records that have not been disclosed to an employee on a timely basis and should not be used in any disciplinary, adverse action or performance-based action.

I. Personal notes and memory joggers are not considered part of the supervisor's file.

J. All supervisor files are to be screened and purged and outdated material (over 12 months old) shall be removed and destroyed or given to the employee.

**Section 6. Whistle Blower Protection.** Employees shall be protected against reprisal for the disclosure of information which the employee believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, or an abuse of authority.

#### **Section 7. Timely and Accurate Compensation.**

A. Employees are entitled to timely receipt of all

compensation earned by them for the applicable pay period. The Employer will make every effort to ensure that employees receive their pay on the established payday and at the address or electronic site designated by the employee, in accordance with Defense Finance and Accounting Service (DFAS) rules and regulations.

B. If a bargaining unit employee fails to receive his or her pay on the established payday, the Civilian Personnel Advisory Center (CPAC) will, at the employee's request, initiate a special pay request to DFAS. The special pay normally will be issued within three (3) to five (5) days.

C. The Employer agrees to assist affected employees by verifying to the bank or other institution the amount of pay that is due and that the Employer is taking every step to replace the missing funds.

**Section 8. Voluntary Activities.** Employees may not be required to contribute money in the Combined Federal Campaign, purchase U.S. bonds in any bond drive, or donate blood in any organized blood drive. Participation or non-participation will not advantage or disadvantage employees.

**Section 9. Statutory Requirements.** Personnel management shall continue to be conducted in accordance with the provisions of 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302, Prohibited Personnel Practices. These sections will be made available to any employee upon request.

**Section 10. Visiting the Civilian Personnel Advisory Center.** Employees have the right to visit the Civilian Personnel Advisory Center (CPAC) during duty hours, after obtaining permission from the supervisor to leave the work center, if the employee's duty hours coincide with the regular office hours of the Civilian Personnel Advisory Center. Supervisors may require employees to make an appointment with a specific personnelist prior to releasing the employee from the duty section. Employees who are visiting CPAC during non-duty time do not need advance permission.

**Section 11. Outside Employment.** Unit employees are free to engage in outside employment or activities, with or without compensation insofar as it does not interfere with the performance of official duties or pose an actual or apparent conflict of interest, and there is no reasonable expectation that the Employer or the Federal government will be discredited. Unit employees will not be required to secure management permission to engage in outside employment or activities, except as provided for in 5

CFR 735, 5 C.F.R. Part 2635, the DoD Joint Ethics Regulation, or local installation policy.

**Section 12. Classroom Visitation.** Management will periodically issue a statement discouraging classroom interruption for personal or purely administrative matters that could be handled outside the classroom instructional period.

## **Article 5 – Employee Notices**

### **Section 1. Notices.**

A. The Employer and the Union agree that required notices to all bargaining unit employees will be released on an annual or as-needed basis via electronic means.

B. The Union will be provided copies of the notices electronically prior to or upon release to the bargaining unit. Joint notices will be discussed, agreed upon and signed by both parties prior to release to the bargaining unit.

C. The notices will be posted on official bulletin boards in locations frequented by bargaining unit employees (e.g., break rooms, cafeterias, office buildings), and sent by e-mail to all employees.

D. Annual notices will be included as part of the new employee orientation package provided during in-processing of bargaining unit employees.

E. Prior to implementation of a required notice to bargaining unit employees either on a one time or recurring basis, the Employer agrees that the Union will be notified. Where the subject matter of the notice requires bargaining, the Employer agrees to bargain said matter pursuant to Article 34, "Mid-Term Negotiations," prior to implementing.

**Section 2. Representation Rights.** In accordance with 5 U.S.C. 7114 (a)(2)(B) employees will be notified of their rights to Union representation on an annual basis. The notification will be sent to all employees each calendar year. The notice will contain the statutory reference and language as follows:

A. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. The employee requests representation.

B. In addition, employees will be notified of the right of the Union, in accordance with 5 U.S.C. 7114 (a)(2)(A), to be present at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

**Section 3. Standards of Conduct.**

A. On an annual basis, time frame to be mutually agreed upon between the Employer and the Union, the Employer will notify bargaining unit employees of the Agency's Standards of Conduct.

B. When the Agency determines that changes are required to existing Standards of Conduct or elects to issue new Standards of Conduct, the Union will be notified and have a right to bargain these matters in accordance with Article 34, Mid-Term Negotiations, of this Agreement.

**Section 4. Limited Use of Government Equipment.**

A. On an annual basis, the Employer will notify bargaining unit employees of their limited use of government equipment (e.g., computers, internet and e-mail, telephones to include government issued cellular phones, facsimiles, government credit cards).

B. All bargaining unit employees will be able to access web-based personnel functions related to retirement, health/life insurance, employment, and all the information that they need to make transactions outside of work.

C. To the extent the Employer is authorized to adopt, implement or change such policies under 5 U.S.C. 71 and this Agreement, the Employer will notify the Union and bargain over these matters in accordance with Article 34, Mid-Term Negotiations, of this Agreement.

**Section 5. Inspector General.** The Employer will notify bargaining unit employees of their right to file a complaint with the Inspector General when they have reason to believe there is fraud, waste and abuse. At a minimum, the notice will contain:

A. Telephone and facsimile numbers where complaints may be filed;

B. Hot line telephone and facsimile number, if

applicable;

C. Mailing address where complaints may be sent to;

D. On-line e-mail address and form to be completed, if applicable; and

E. A statement informing the employee of the right to remain anonymous and/or be designated as a confidential informant.

**Article 6 – Official Time**

**Section 1. Purpose.**

A. The purpose of official time is to provide bargaining unit employees time in which to perform union representational activities during normal working hours, without loss of pay or charge to annual leave. This Article provides an equitable process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both Management and Labor.

B. Official time in the Agency shall be administered in accordance with 5 U.S.C. Chapter 71, The Federal Service Labor-Management Relations Statute (the Statute) as amended and this Agreement.

**Section 2. Representational Functions.**

A. Elected or appointed Union representatives may use official time for representational purposes as provided by the Statute during such time as they are otherwise in a duty status. This time will be without charge to leave.

B. Employees who are not elected or appointed Union representatives may be released from duty without charge to leave for appropriate representational purposes under the Statute. This time will not be charged against any amount of official time granted to the Union under Section 4 of this Article.

C. Official time may be used for representational purposes to include, but is not limited to:

1. Preparing and presenting grievances at any step of the negotiated grievance procedure;

2. Appearing as a witness in any step of the grievance;

3. Preparing and representing an employee or the Union in an arbitration hearing;

4. Appearing as a witness in an arbitration hearing;

5. Preparing for and attending meetings scheduled by management;

6. Representing the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;

7. Investigating and preparing Union and employee grievances and appeals;

8. Assisting an employee when designated as his/her representative in preparing a response to a proposed disciplinary action;

9. Preparing responses to management initiated correspondence;

10. Assisting an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;

11. Maintaining records in support of and prepare reports that are required of the Union by federal agencies;

12. Participating in bargaining over changes in working conditions of bargaining unit employees which occur during the term of this Agreement;

13. Traveling at the agency or to the Union office to accomplish any of the above;

14. Acting as a representative of the Union in presenting the view of the bargaining unit to Members of Congress or their staff regarding conditions of employment per Title 5, Chapter 7102 (1);

15. Other representational functions permitted by law;

16. Participating in the OSHA Voluntary Protective Program and represent employees in health and safety issues;

17. Preparing and maintaining financial records as required by the Department of Labor, Office of Labor Management Standards and Internal Revenue Service;

D. The parties acknowledge that official time for employees and representatives is provided under separate authority to participate in statutory appeal

procedures. This includes, but is not limited to, proceedings before the Federal Labor Relations Authority, and the Equal Employment Opportunity Commission. Such official time is not limited by this Article, and will not be charged against any amount of official time granted to the Union under Section 4 of this Article.

### **Section 3. Release Procedures for Official Time**

**Use.** Union representatives will be permitted to leave their assigned work area on official time as authorized under this agreement after completing a DLIFLC Form 315 (Official Time Report) and submitting it to their immediate supervisor prior to leaving work area. The representative will identify the purpose of their activity, in relation to Section 2. of this Article. The representative will be released unless the representative's absence would cause a disruption in the representative's work area at that time. If the representative cannot be released at the time of the request, the representative and the supervisor will arrive at a mutually agreeable time for departure, normally within 24 hours. The Union representative will be given time to inform any bargaining unit employees involved in the delay. A copy of the DLIFLC Form 315 (Official Time Report) will be provided by the immediate supervisor to the Civilian Personnel Advisory Center (CPAC), L/MER Branch as well as AFGE Local 1263 Union President.

A. Upon entering a work area other than his or her own to meet with an employee, the representative will advise the immediate supervisor of his or her presence, the employee to be contacted, and the estimated duration of the meeting.

B. Employees will be given a reasonable amount of time to meet with their Union representative to discuss matters covered by law, rule, regulation, or Agency policies related to working conditions, or this Agreement. The employee will obtain the approval of his or her supervisor before meeting with a Union representative during duty hours.

### **Section 4. Allocation of Official Time.**

A. The Union President shall be granted 100% official time. A block of time, not to exceed 2500 hours per calendar year, shall be allotted to the Union for the conduct of representational business by other Union officials. Such time shall be inclusive of all time spent on union representational business. Should either Party find that the amount of time shown here does not meet their needs, the Parties agree to meet and discuss any requested adjustments. Any unresolved issue will be referred to



Article 33, Grievance Procedures, for resolution. Official time must be reasonable, necessary, and in the public interest.

B. Time for the following activities will not be charged to the amount of official time in Section 4 above, but will be made available to properly designated representatives, who would otherwise be in a duty status. Consistent with 5 U.S.C. 7131(a) and this Agreement, Union representatives will be granted reasonable and necessary time to carry out the following functions:

1. Term agreement bargaining in accordance with 5 U.S.C. 7131(a) and this Agreement, and any related third party proceedings;

2. Mid-term bargaining on management-initiated or union-initiated changes in conditions of employment, and any related third party proceedings;

3. Management-initiated grievances;

4. Attending meetings of Labor Management Relations/Partnership, etc. Committees;

5. Travel time for any of the functions listed above.

**Section 5. Internal Union Business.** It is agreed that activities concerned with the internal management of the Union shall be performed only during the time when the Union Officials, Stewards and bargaining unit employees are in a non-duty status.

#### **Section 6. Union Sponsored Training.**

A. A bank of 500 hours of official time will be made available to the Union every year for the purpose of Union officers and representatives attending labor relations training or other training related to employees' conditions of employment. The Union President (or designee) will be responsible for administering the bank and allocating hours to individual representatives. Training under this section will generally cover such areas as contract administration, handling of statutory actions such as grievance handling, and information related to Federal personnel/labor relations laws, regulations, and procedures. Official time granted under this section is in addition to the hours granted in Section 4.A. and 4.B. above.

B. It is agreed that the Union President may be excused without charge to leave for attendance at

training sessions, conferences and seminars that are in the best interest of management and the Union.

C. Written requests, including an agenda, will be forwarded within a reasonable period of time in advance of the training to the designated management labor representative in the Civilian Personnel Advisory Center for action within five (5) workdays of receipt. Official time may be used for travel to and from the training. The Agency will respond to the request no later than five (5) work days from the request is received.

D. Official time for training will be approved except in cases where the absence of the employee or employees will significantly adversely impact the Employer's work requirements, or if the training does not serve the interest of labor/management relations. When a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to the representative who made the request and to the Union President at the time of disapproval.

E. When a new Union representative is designated, the Employer will permit the representative up to eight (8) hours of official time to receive a Union representative orientation on the administration of the Agreement.

**Section 7. Labor Relations Training.** It is recognized that Union Officers and Stewards having a working knowledge of the Federal Labor-Management Relations Program will aid in the dispute resolution process and promote cooperation and understanding between the Parties. The Union will encourage all recognized Officers and Stewards to complete a Basic Labor Relations Correspondence course within six months of assuming duties.

**Section 8. Allegations of Abuse.** Alleged abuses of official time shall be brought by supervisors and management officials a timely basis to the attention of an appropriate management official designated by the Agency. Abuse of official time can on be considered misconduct and subject to disciplinary action. The designated management official will discuss the matter with the President of the Union at the appropriate Local level.

#### **Section 9. Joint Meetings.**

A. It is recognized that periodic meetings between the Employer and the Union are an effective means of assuring the proper administration of this Agreement. Accordingly, duly designated



representatives of management and the Union will meet as required at the request of either party. Such meetings will be preceded by an agenda and will not be used to air individual employee complaints or disputes that are subject to lower resolution.

B. The Union President and the DLIFLC Commandant will normally meet once per month to discuss matters of mutual concern. This shall not preclude the parties from meeting more often if mutually acceptable or from bringing individuals to the meetings that have information on the matters to be discussed.

C. Establishing and maintaining good labor-management relations will be enhanced by encouraging communication and exchange of ideas. The Union and Management will attempt to resolve questions arising over the interpretation and the application of this agreement. Minutes of formal Union/Management meetings will be recorded by management and the Union. Copies will be exchanged between the parties to insure content accuracy.

## **Article 7 – New Employee In-Processing**

**Section 1. Purpose and Policy.** An effective New Employee In-Processing Program is an important component in establishing and maintaining an effective, diverse and motivated work force by ensuring that all employees receive training regarding their rights, benefits, roles and responsibilities as employees of the Agency. The In-Processing Program will be administered in accordance with 5 C.F.R.

### **Section 2. Notification and Information.**

A. The Employer will determine the length, contents and agenda of the training.

B. The Union will be included on the agenda for purposes of addressing its bargaining unit employees.

C. The Employer will notify the Union as soon in advance as possible of the scheduled dates for employee in-processing and provide the Union president or designee, at a minimum:

1. Employee's name.
2. Entry on duty date.
3. Position title, grade and series.

4. Location of the position.

D. The Employer will provide a copy of this Agreement as part of any employee in-processing package that is distributed to bargaining unit employees.

### **Section 3. Union Participation.**

A. The Union will be entitled to address bargaining unit employees during the orientation sessions. The Union will be provided a maximum of thirty (30) minutes for employee orientation. The Employer will strive to provide a time immediately preceding a break. The Union official will be introduced by the Employer's representative at each session orientation.

B. The Union may prepare, and distribute, fact sheets that include telephone numbers, and work sites of Union officials, descriptions of Union activities, a statement of the Union's voluntary nature, payment of dues, purpose and scope of the Negotiated Agreement, grievance procedures and AFGE Form 1187. The Union will provide a copy of the fact sheets to the Employer in advance.

C. The Employer will ensure that no management official will be present during the period of time that the Union representative addresses the bargaining unit employees.

## **Article 8 – Hours of Work**

**Section 1. Purpose.** This Article shall be administered in accordance with Title 5, United States Code ("U.S.C."), Chapter 61; Title 5, Code of Federal Regulations, Parts 610 and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

### **Section 2. Definitions.**

A. *Administrative workweek* means any period of seven consecutive 24-hour periods designated in advance by the head of the Agency under 5 U.S.C. 6101.

B. *Adverse agency impact* is the condition for which the Employer may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule. Adverse agency impact means a reduction of the productivity of the Employer, a diminished level of services furnished to the public by the Agency, or an increase in the cost of Agency operations (other than a reasonable

administrative costs relating to the process of establishing a flexible or compressed schedule).

C. *Alternative Work Schedule (AWS)* means both flexible and compressed work schedules.

D. *Basic work requirement* means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, excused absence, holiday hours, compensatory time off. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

E. *Biweekly pay period* means the two-week period for which an employee is scheduled to perform work.

F. *Compressed Work Schedule (CWS)* means:

1. In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by the Agency for less than 10 workdays; and

2. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by the Agency for less than 10 workdays and that may require the employee to work more than eight hours in a day.

G. *Tour of duty* means the hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirements.

### **Section 3. General Provisions.**

A. The administrative workweek will be a period of seven consecutive calendar days beginning on Sunday.

B. The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic workweek for certain employees. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations.

C. Normally, an employee's workweek shall not extend over more than five (5) days of the period Sunday through Saturday.

D. The starting time for employees working on a regular work schedule will normally be 7:45 am each work day with an unpaid hour during the middle of the day and ending at 4:45 pm. The Employer may change this starting time should the workload require it and in abnormal, unusual, or unforeseen circumstances.

E. Storage and protection of property. When clean up is required, a reasonable amount of time may be permitted prior to the end of the workday for the storage and protection of Government property. This will not prevent management from assigning work as needed.

### **Section 4. Notification of Schedules.**

A. Employees will be notified of changes in their work schedules at least seven (7) days in advance of the administrative workweek, except when the Agency head determines that the Agency would be seriously handicapped in carrying out its function or that costs would be substantially increased.

B. Every effort will be made to assure that work schedule changes will not be for more than six (6) consecutive days for eight-hour tours, three (3) consecutive days for 12-hour tours, and four (4) consecutive days for 10-hour tours, and will include not fewer than two (2) consecutive days off.

C. A copy of any management-directed work schedule changes will be provided to the Union as early as possible prior to the proposed implementation date. The Union will notify the Employer if it wishes to bargain regarding such change in accordance with Article 34, Mid-term Bargaining.

### **Section 5. Voluntary Schedule Adjustments.**

Where mutually agreeable, employees may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Employer.

A. The Employer will consider changes in individual schedules or assignments to permanent shifts requested by employees to pursue further self development activities when completion of the courses will equip the employee for more effective work within the Agency.

B. Adjustment of work schedules for religious observances.

1. Employees desiring to adjust work schedules for religious purposes should submit a written request for an adjusted work schedule in advance. An

employee should specifically state that his or her request for an adjusted work schedule is for religious purposes and should provide acceptable documentation of the need to abstain from work.

2. When deciding whether an employee's request for an adjusted work schedule should be approved, a supervisor should not make any judgment about the employee's religious beliefs or his or her affiliation with a religious organization. A supervisor may disapprove an employee's request if modifications of an employee's work schedule would interfere with the efficient accomplishment of the Agency's mission. Disapprovals will be given to the employee in writing within two (2) workdays of the request.

#### **Section 6. Meal Periods.**

A. Employees will normally be allowed a 60-minute non-paid lunch break. Employees who wish to take a 30-minute non-paid lunch break may do so after appropriate notification to and approval by their supervisor. If the number of employees who can be approved for the 30 minute lunch is limited, then assignment will be made by seniority.

B. Full-time employees shall be granted, on a non-paid basis, a meal period each day. Normally, this will be scheduled at or near the mid-point of the shift or tour of duty. Assignment of lunch hours for Undergraduate Education (schools) will be an issue for Labor-Management Partnership resolution.

#### **Section 7. Breaks.**

A. Breaks will be limited to 15 minutes for each four hours of work for employees who work eight-hour tours of duty. The rest period will normally occur in the middle of each four-hour work period. Similar rest periods will be provided for employees who work on other than the normal eight-hour tour of duty. There will be no charge to leave for such breaks. Employees may leave the work area during a break.

B. Work ordered and performed in excess of employees' normal work schedule will include paid 15-minute break periods in accordance with Section 7A.

C. Breaks may not be combined, or a continuation of the starting or quitting time, or at the beginning or end of the lunch period.

**Section 8. Time Keeping.** Each major command organization will establish time and attendance procedures in accordance with Article 34, Mid-Term Negotiations. Employees will self-certify their arrival

and departure times.

#### **Section 9. Alternative Work Schedules.**

A. The parties recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public. Alternative Work Schedules in this Agreement will be made generally available, if approved, to all qualified employees in the bargaining unit.

1. Working under a telework agreement under Article 16, Telework will not disqualify an employee from working an alternative work schedule.

2. During the life of the Agreement, the Employer must provide at least 60 days notice of any intent to remove a position(s) or employee(s) from eligibility to work an alternative work schedule. Exclusion from participation will normally be the exception rather than the rule and will be done only in accordance with law.

B. All eligible employees may work one of the following alternative work schedule options (compressed) to fulfill their basic work requirement:

1. 5/4-9 Schedule is a type of compressed work schedule in which a full-time employee works eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period, exclusive of the meal period provided in in Section 6 of this Article. Part time employees will fulfill their work requirement, as established in their appointment, over a biweekly pay period. The Parties will negotiate the number of hours a part time employee must work each day, based on the particular part time appointment.

2. 4-10 Schedule is a type of compressed work schedule in which a full time employee works 10 hours a day, 40 hours a week and 80 hours a biweekly pay period, exclusive of the meal period provided in Section 6 of this Article. Part time employees will fulfill their work requirement, as established in their appointment, over a biweekly pay period. The Parties will negotiate the number of hours a part time employee must work each day, based on the particular part time appointment.

C. Requests for Alternative Work Schedules.

1. Employees may request to change their schedules on a quarterly basis. Employees will have the option prior to the beginning of any calendar quarter (January, April, July, October) to request an alternative work schedule. Requests must be submitted no later than two weeks prior to the first

workday of that calendar quarter.

2. An employee who requests a compressed work schedule must indicate which schedule he or she is requesting, which day(s) is (are) requested as the non-workday(s), and in the case of the 5/4-9 schedule, which day is requested to be the eight-hour day. The employee must also select a starting and stopping time within the arrival and departure time bands. Once these times have been selected and approved, the employee will not be allowed to vary these times until a new request is submitted and approved (at the calendar quarter).

**Section 10. Temporary Suspension of Alternative Work Schedules.** Occasions may arise when alternative work schedules must be temporarily suspended as a result of unusual workload or operational demands. The Employer shall make every reasonable effort to avoid suspension of an employee's participation in these work schedules. If the circumstances requiring a suspension permit, the Employer will provide the employee with advance notice of at least one pay period. The Employer will limit the suspension to as short a time frame as necessary to meet the workload or operational demands. If an employee's work arrangement is suspended, it will automatically be restored as soon as possible after the reason for the suspension needs have been met. For the purposes of this Agreement, "temporarily suspend" is defined as a period of up to 120 days. If the Employer considers that the "temporary suspension" will extend past this period, then the Employer will notify the Union prior to the end of the period as well as prior to the end of any subsequent periods.

**Section 11. Terminating Alternative Work Schedules.**

A. If the Employer finds that a particular AWS schedule has had an "adverse Agency impact," as defined in 5 U.S.C. 6131(b), the Employer must promptly provide notice to the Union of its desire to reopen the Agreement to seek its termination. Upon demand by the Union, the Parties will then negotiate over the Employer's proposal. If an impasse results, the dispute may go to the Federal Service Impasses Panel, which will determine within 60 days whether the Employer's determination is supported by evidence. The AWS schedule may not be terminated until agreement is reached or the Panel acts.

B. An employee's request for an alternate work schedule will be in writing and submitted to their immediate supervisor. If a supervisor denies a request for an established alternative work schedule

or proposes to terminate an individual employee's participation in an alternative work schedule, he or she will notify the employee in writing, provide the basis for the denial, termination, or provide an alternate schedule to the employee.

C. The supervisor may deny an employee's request for or propose to terminate an employee's participation in a particular alternative work schedule if the supervisor determines that the employee's participation could negatively impact the work unit's coverage requirements or the need to respond to the public. An employee may challenge a supervisor's denial as set forth in Article 33, Grievance Procedure.

**Section 12. Temporary Assignments and AWS Schedules.** The Employer will make every reasonable effort to accommodate employees temporarily assigned to other parts of the organization within the bargaining unit to continue working under their AWS schedule.

**Section 13. Holidays.**

A. All employees will be entitled to all Federal holidays, declared by law or Executive Order. For full time employees working other than a Monday-Friday schedule, if a holiday falls on a regular weekly non-work day, other than the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately before that regular weekly non-work day. If a holiday falls on the day administratively scheduled for the employee instead of Sunday, the holiday will be observed the workday immediately after that regular weekly non-work day. When a holiday falls on a non-work day of a part-time employee, that employee is not entitled to an "in lieu of" day for that holiday.

**B. Regular Schedule.**

1. On a holiday when no work is performed, full-time employees working a regular schedule (non-AWS) and in a paid status will receive their regular rate of basic pay for eight (8) hours on that day.

2. A full-time employee working a regular schedule who performs non-overtime work on a holiday is entitled to his or her rate of basic pay plus premium pay equal to his or her rate of basic pay (double time) for that holiday work. Holiday premium pay is limited to a maximum of eight (8) hours. Hours worked in excess of eight hours will be paid at the standard overtime rate.

3. On a holiday when no work is performed, part-time employees working a regular schedule (non-



AWS) and in a paid status will receive their regular rate of basic pay on that day, not to exceed eight (8) hours.

#### C. Compressed Work Schedule.

1. On a holiday when no work is performed, full-time employees working a compressed schedule and in a paid status will receive their regular rate of basic pay for the number of hours of their compressed work schedule on that day.

2. A full-time employee working a compressed schedule, who performs non-overtime work on a holiday, is entitled to his or her rate of basic pay plus holiday premium pay (double time) for the work that is not in excess of the employee's compressed work schedule for that day.

3. A part-time employee working a compressed schedule who performs work on a holiday is entitled to holiday premium pay only for work performed during his or her compressed work schedule.

4. Employees will not be required to move their regularly scheduled days off solely to avoid payment of holiday premium pay or reduce the employee's holiday hours included in the basic work requirement.

#### Section 14. Night Work.

A. General Schedule employees working a regular schedule (non-AWS) are entitled to a night pay differential equal to ten (10) percent of their regular rate of pay for regularly scheduled work between the hours of 6:00 p.m. and 6:00 a.m.

B. Federal Wage System employees working any schedule, whether regular or compressed, are entitled to a night shift differential equal to 7.5 percent of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 3 p.m. and midnight; and a night shift differential equal to 10 percent of their scheduled rate of pay for regularly scheduled non-overtime work, a majority of the hours of which occur between 11 p.m. and 8 a.m.

C. No employee may receive night differential pay when engaged in training, except when the training takes place during hours in that employee's regular tour of duty that otherwise qualify for night differential.

#### Section 15. Sunday Work.

A. A full-time employee working a regular or compressed schedule under this Article, who

performs regularly scheduled non-overtime work, a part of which is performed on a Sunday, is entitled to pay at their regular rate of pay plus premium pay at a rate equal to 25 percent of their rate of basic pay for the entire daily tour of duty, not to exceed 8 hours.

B. Part time employees are not entitled to Sunday premium pay.

**Section 16. Flextime.** The Parties agree that flexible work schedules will be an issue for Labor-Management Partnership resolution.

### Article 9 – Overtime

#### Section 1. General.

A. Bargaining Unit members are entitled to overtime. Overtime for "non-exempt" employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement. Overtime for "exempt" employees is governed by 5 U.S.C. 5542 (Title 5 Overtime Pay) and this Agreement.

B. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 U.S.C. 5542, and other applicable statutes and government-wide regulations, and provisions of this Agreement. When a given work situation is covered by the FLSA and another statutory procedure, the employee will receive the more favorable treatment.

#### Section 2. Requirements.

A. Supervisors will not assign overtime work to employees as reward or penalty, but solely in accordance with the Employer's needs and availability of funds.

B. Upon reasonable request to the appropriate supervisor, an employee may be released from an overtime assignment if a well-qualified replacement is available and willing to work. However, the released employee will be considered to have waived his/her overtime opportunity and will not be eligible for further overtime work until all other qualified employees have had their overtime opportunity.

**Section 3. Overtime Pay.** Overtime pay for FLSA non-exempt employees is equal to one and one-half (1½) times the employee's hourly rate of pay. Overtime pay for FLSA exempt employees is equal to one and one half (1½) times the employee's hourly rate of pay. However, if the employee's rate of pay exceeds the minimum applicable rate for a GS-10

(i.e., GS-10, step 1), including any applicable special rate of pay for law enforcement officers or special pay adjustment for law enforcement officers, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:

A. One and one-half (1½) times the applicable minimum hourly rate of basic pay for GS-10; or

B. The employee's hourly rate of basic pay.

#### **Section 4. Types of Overtime.**

A. Regular Overtime. Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for every minute of regular overtime work in accordance with the provisions of OPM regulations.

B. Irregular or Occasional Overtime. Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's option, the employee may receive compensatory time off in lieu of overtime pay in accordance with this Article. Overtime will be awarded in fifteen (15) minute increments. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full quarter fraction of an hour.

**Section 5. Call Back.** Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site. In all callback situations, the employee will be paid a minimum of two hours of overtime, as provided for by 5 C.F.R. 550.112(h). This applies whether the employee is released or other work has been assigned.

#### **Section 6. Distribution.**

A. Non-professional employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for

overtime work, the Employer has the right to direct overtime. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

B. Professional employees within an organizational unit will be offered overtime on a rotating basis to the extent practicable in accordance with their particular skills. In the absence of sufficient qualified volunteers for overtime work, the Employer has the right to direct overtime. This will not necessarily result in everyone having the same number of overtime hours worked. In the absence of sufficient qualified volunteers for overtime work, the Employer has the right to direct overtime. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

C. Overtime will be offered equitably among employees that the Employer finds to be qualified within a particular trade or occupation within an organizational element. Absent volunteers, overtime will be assigned by reverse seniority.

#### **Section 7. Disputes.**

A. The employee(s) and their immediate supervisor(s) will attempt to resolve disputes informally regarding overtime. The employee(s) may request Union involvement. Upon written request the union will be provided with overtime records pertaining to a potential employee(s) complaint. Records will be provided in accordance with the Privacy Act and 5 U.S.C. Section 7114(b).

B. The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime. Nothing in this Article precludes or impairs employees from filing a claim for "induced" overtime or FLSA nonexempt employees from filing a claim for "suffered or permitted" overtime. When an employee is denied overtime work in violation of the provisions of this collective bargaining agreement, the employee may receive back pay plus interest for the overtime work not performed.

**Section 8. Notice.** In the offer or assignment of overtime on days outside of the basic workweek, the Employer will notify the affected employee as early as practicable, except in cases of unforeseen mission requirements. When overtime is to be performed on a holiday, normally at least one week of advance notice will be given to the employee affected, except in cases of unforeseen mission requirements.



## **Section 9. Impact on Leave.**

A. Leave usage or balance will not be a factor in offering or assigning employees overtime. Employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted with approval of the supervisor.

B. Employees on military leave under 5 U.S.C. 6323(a) or court leave under 5 U.S.C. 6322 are entitled to the same compensation they would have otherwise received but for their absence on military or court leave. This overtime duty must be regularly scheduled overtime work which would have otherwise required the employee to work overtime.

## **Section 10. Compensatory Time in lieu of Overtime Pay.**

A. Compensatory time is time off from work that may be granted to an employee in lieu of payment of overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. The following pertain to such compensation for overtime work:

1. FLSA non-exempt employees. The Employer will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the Employer may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Employer will consider employee requests for compensatory time off in lieu of overtime pay.

2. FLSA exempt employees.

- a. Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if the Employer does not approve that request, the employee is entitled to overtime compensation in accordance with this Article.

- b. The Employer may require that employees whose rate of pay exceeds the maximum rate for GS-10 (i.e. Step 10) be compensated for irregular or

occasional overtime with compensatory time in lieu of overtime pay.

- B. The Employer may announce in advance of offering overtime that it will only compensate employees with compensatory time and that overtime pay will not be available. In that case, a non-exempt employee may decline the offer of overtime. Such declination will not be held against the employee and the declination will not affect eligibility for future offers of overtime.

- C. Compensatory time earned normally will be used within four (4) pay periods. All compensatory time not scheduled and used within twelve months from the effective date of when the compensatory time was earned will be converted to overtime pay, computed using the employee's rate of pay as of the when the overtime pay was earned.

## **Section 11. Standby Duty.**

A. An employee will be considered on duty and time spent on standby shall be considered hours of work if:

1. The employee is restricted to the Employer's premises, or so close thereto that the employee cannot use the time effectively for his/her own purposes; or

2. The employee, although not restricted to the Employer's premises:

- a. Is restricted to his/her living quarters or designated post of duty;

- b. Has his/her activities substantially limited;

or

- c. Is required to remain in a state of readiness to perform work.

B. Employees are compensated for being in a standby status in accordance with OPM regulations.

## **Section 12. On-Call.** An employee is off duty and time spent in an on-call status is not hours of work if:

- A. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable call-back radius.

- B. The employee is allowed to make arrangements such that any work, which may arise during the on-

call period, will be performed by another person.

C. Employees are not entitled to any additional compensation for time spent in an on-call status.

**Section 13. Compensation for Time Spent in Travel.** Compensatory time off for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable.

A. Time spent in travel will be considered hours of work, and thus compensable, if:

1. The employee is required to travel during regular working hours; or

2. The employee is required to drive a vehicle or perform other work while traveling; or

3. The employee is required to travel as a passenger on a one-day assignment away from the official duty station; or

4. The employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworking days that correspond to the employee's regular working hours.

B. The Employer shall credit an employee, on an hour-for-hour basis, with compensatory time off for time in a travel status if:

1. The employee is required to travel away from the official work site; and

2. The travel time is not otherwise compensable hours of work.

C. Time in travel status includes the time an employee actually spends traveling between the official work site and a temporary work site, or between two temporary work sites, and the usual waiting time that precedes or interrupts such travel. Time spent at a temporary work site between arrival and departure is not time in a travel status. Bona fide meal periods during actual travel time or waiting time are not creditable as time in a travel status. A delay between actual periods of continuous travel that includes overnight lodging during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes, is not creditable as time in a travel status.

D. If an employee is required to travel directly between his or her home and a temporary work site

outside the limits of the employee's official work site, the travel time is creditable as time in a travel status. However, the time that employee normally would spend in home-to-work or work-to-home travel is deducted from that amount. The travel time outside regular working hours directly to or from a temporary work site or transportation terminal (e.g., airport or train station) is creditable as time in a travel status. However, if the travel occurs on a day that the employee is regularly scheduled to work, the time the employee would have spent in normal home-to-work or work-to-home commuting must be deducted.

E. Only travel from home to the temporary duty station on the first day and travel from the temporary work site to home on the last day must be considered as creditable in the case of an employee who is on a multiple-day travel assignment and who chooses not to use temporary lodging at the temporary work site, but to return home at night or on a weekend. Travel to and from home on other days is not creditable travel time unless the authorized management official determines that credit should be given based on the net savings to the Agency from reduced lodging costs, considering the value of lost labor time attributable to compensatory time off. For cost comparison purposes, the dollar value of an hour of compensatory time off for travel equals the employee's hourly adjusted rate of pay.

F. In the case of an employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or who travels at a time or by a route other than that selected by the Employer, the Employer must determine the estimated amount of time in a travel status the employee would have had if the employee had used the mode of transportation offered by the Employer or traveled at the time or by the route selected by the Employer.

G. Federal Joint Travel Regulations (JTR) apply for all bargaining unit employees who are required by the Employer to travel for work.

**Section 14. Compensatory Time for Religious Observances.** Compensatory time earned for religious observances is not considered overtime under 5 C.F.R. 550.1001, Subpart J.

A. An employee whose personal religious beliefs require the abstention from work during certain periods of the work day or work week, may request time off for religious reasons.

B. The Employer will afford the employee the opportunity to work compensatory time and will grant

compensatory time off to an employee requesting such time off for religious observances.

C. Time off for religious reasons will be recorded in a special leave account and may be worked either before or after the period of time off. Compensatory time will be credited to an employee on an hour-to-hour basis or authorized fractions thereof (15 minutes).

D. Compensatory time advanced for religious observances will convert to annual leave or leave without pay after a period of twelve months.

## Article 10 – Leave

**Section 1. Purpose.** The purpose of this Article is to prescribe the policies covering the different types of leave pertinent to all employees in accordance with applicable law and regulation. This Article shall be administered in accordance with Title 5, United States Code, Chapter 63; Title 5, Code of Federal Regulations, Parts 630 and this Agreement.

### Section 2. Definitions.

A. *Accrued leave* means the leave earned by an employee during the current leave year that is unused at any given time in that year.

B. *Accumulated leave* means the unused leave remaining to the credit of an employee at the beginning of a leave year.

C. *Family Member* (as defined under 5 C.F.R. 630.401(a)(3)(i)-401b) means the following relatives of the employee:

1. Spouse and parents thereof;
2. Children, including adopted children and spouses thereof;
3. Parents and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren and their spouses;
6. Domestic partner and domestic partner's parents, including Domestic Partners of any individual named under 2 through 5 above;
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

D. *Family Member* (as defined by 5 C.F.R. 630.1202) for Family Medical Leave Act purposes means the following relatives of the employee:

1. Spouse
2. Children
3. Parents

E. *Leave year* means the period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

F. *Medical certificate* means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

G. *Parent*—has the meaning given by 5 C.F.R. 630.201(b), for all purposes under this Article except FMLA.

**Section 3. Accrual and Use of Leave.** Employees will be entitled to accrue and use leave in accordance with applicable laws, regulations, and this Agreement.

### Section 4. Leave Earnings.

A. A full-time employee normally earns leave during each full biweekly pay period while in a pay status or in a combination of a pay status and a non-pay status.

B. For part-time employees, the hours in a pay status in excess of the Employer's basic working hours in a pay period are disregarded in computing the leave earnings of a part-time employee.

### Section 5. Annual Leave.

A. *Purpose of leave.* The general purpose of annual leave is to allow every employee time off for personal and emergency purposes. The Parties agree that the use of accrued annual leave is the right of the employee and not a privilege.

B. *Granting of annual leave.* Annual leave will be granted, subject to workload demands, in a manner which permits each employee to take at least two (2) consecutive weeks of annual leave each year.

1. Upon request, any denial of annual leave must be accompanied by a written statement of the reasons for the denial.

2. If workload permits, employees may request and supervisors may approve periods of annual leave that exceed two (2) consecutive weeks.

3. Annual Leave will be granted or denied within three (3) working days.

C. Leave procedures.

1. Employees will apply in advance for approval of anticipated leave. Leave requests and approval or denial will be made in writing using OPM Form 71, Request for Leave.

2. The leave approving official, normally the first-line supervisor, will respond to all requests for leave in a timely manner.

3. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 C.F.R. 630.405.

4. Employees may utilize annual leave in fifteen-minute increments. Annual leave may not be charged in increments of less than fifteen (15) minutes.

D. Projected Annual Leave.

1. Not later than 31 January of the leave year the Employer will request employees submit proposed dates for vacation period(s).

2. Not later than 28 February of the leave year the leave schedule will be prepared and made known to the employees so that they can make their plans accordingly. After a complete leave schedule has been prepared, an employee's request for a scheduled change should be given consideration.

3. When scheduling conflicts occur, an effort should be made to resolve the conflict between the employees involved. Unresolved conflicts will be settled by use of seniority, as measured by Service Computation Date (SCD). An employee's approved annual leave will not be disapproved if an employee with an earlier SCD date subsequently requests leave for the same period.

E. Requests by employees who desire to use their annual leave to attend courses at civilian education institutions may be approved if such leave does not hamper work accomplishment or place an undue

burden of work on other employees.

F. Unplanned annual leave. In cases of unplanned annual leave, an employee will notify their first or second line supervisor as soon as practicable. In an emergency, the employee shall advise their supervisor within the first 15 minutes of the employee's tour of duty, circumstances permitting, but in any event not later than two (2) hours after the beginning of the tour of duty. When requests are made to use leave on the following day, the response will be made as soon as possible, but no later than the end of the employee's work shift.

G. The Parties agree that an employee who has "use or lose" leave will be given priority consideration to use the leave to avoid forfeiture.

H. An employee's request for annual leave in connection with the illness or death of a member of the immediate family will be given priority consideration by management.

I. Cancellation of Pre-Approved Leave. Normally, once leave is approved, it will not be cancelled. However, extenuating circumstances may require cancellation of leave. If so, the decision will be made by a higher-level management official prior to cancellation.

**Section 6. Timely Arrival for Work.** Supervisors may excuse employees for absences or tardiness of less than one hour if the absence is unavoidable or necessary. Supervisors will do so consistently and based on reasons relating to merit or mission.

**Section 7. Advanced Annual Leave.** The granting of advanced annual leave by the Employer is discretionary; managers will exercise such discretion in accordance with law, government-wide regulations, local policy, and mission requirements.

**Section 8. Sick Leave.**

A. Accrual and approval. Employees will earn and accrue sick leave in accordance with applicable law and regulations. Employees may utilize sick leave in fifteen (15) minute increments. The Employer will approve an employee's request for sick leave when the employee:

1. Receives medical, dental, or optical examination or treatment;

2. Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;

3. a. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or

b. Provides care for a family member with a serious health condition;

4. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

6. Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

7. The amount of sick leave granted to an employee during any leave year for the purposes described in paragraphs (3)(a), b, (4) and (6), may not exceed a total of 104 hours.

#### B. Procedures.

1. Requests for sick leave because of an incapacitation, illness or injury shall be made by the employee, or someone acting on his/her behalf, to the supervisor or his/her designated representative by telephone or other appropriate means within the first 15 minutes of the employee's tour of duty, circumstances permitting, but in any event not later than 2 hours after the beginning of the tour of duty.

2. The employee will call during their tour of duty. In the event that neither the supervisor nor other designated official is available within the first two hours, the employee or someone acting on his/her behalf may leave a voice mail message to notify the supervisor of the need for unscheduled sick leave. Failure to report and give notice of sick leave within two (2) hours of the time established to report for duty will not, in itself, be a reason to deny sick leave.

3. Unless other arrangements have been made, requests for sick leave will be made on each day of absence. Requests for sick leave for prearranged medical, dental, or optical appointments will be made at least 24 hours in advance.

4. Failure to give the notice required by this section may result in a charge to absence without approved leave. Disputes over the application of this paragraph may be subject to resolution under the grievance procedures in Article 33, Grievance Procedures.

#### C. Supporting Evidence.

1. Employees usually will not be required to furnish a medical certificate to substantiate a request for approval of sick leave if such leave is three days or less. Employees will not be required to provide the specific nature of the illness or injury to support a request for sick leave.

2. Employees may be required to furnish a medical certificate to substantiate requests for sick leave when the sick leave exceeds three (3) consecutive work days or for a lesser period as determined by management and as provided for under the applicable provisions of 5 C.F.R. 630.403 (a).

3. A medical certificate required by the supervisor will consist of a written statement signed by a registered practicing physician or other authorized practitioner certifying the period that the employee was incapacitated for performance of the duties of the position.

4. The employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the employer requests such medical certification as required by 5 C.F.R. 630.403(b). Such requests by management shall be made at the time sick leave is conditionally approved.

5. Affected employees may grieve denial of sick leave through the procedures contained in Article 33, Grievance Procedures.

D. Voluntary Leave Transfer Program. Leave sharing is available to employees in need of sick leave in accordance with CPMP&P 630-7.

#### Section 9. Sick Leave Abuse.

A. Where the Employer believes that an employee is abusing sick leave (for example, when sick leave is used frequently or in unusual patterns or circumstances), the Employer may inquire further into the matter and ask the employee to explain. An employee may choose to provide medical information such as diagnosis and prognosis. The employee may be counseled that continued and frequent use of sick leave, or use in unusual patterns or circumstances,



may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration.

B. If the Employer determines that the employee is abusing sick leave, the employee may be placed on leave restriction. The notification will be in writing and inform the employee that no request for sick leave, or other leave in lieu of sick leave, will be approved for a stated period (not to exceed six (6) months) unless supported by a doctor's certificate. The necessity for this requirement shall be reviewed after three months. Any such written notice will describe the frequency, patterns or circumstances which led to its issuance, and will specify the termination date of the letter. At the end of the stated period, the Employer will review the employee's situation and will notify the employee in writing if the leave restriction is no longer in effect. Restrictions may be renewed if there are reasonable grounds to believe that the abuse is continuing.

#### **Section 10. Advanced Sick Leave.**

A. Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed 30 calendar days or up to the total sick leave which the employee would otherwise accrue prior to the current "not to exceed" date. As defined under 5 C.F.R. 630.401(a)(3)(i)-401b, a maximum of 30 days of sick leave may be advanced to an employee with a medical emergency related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition. For part-time employees, the maximum amount of time is prorated.

B. The granting of advanced sick leave by the Employer is discretionary; managers will exercise such discretion in accordance with law and government-wide regulations.

**Section 11. Privacy.** The Employer will treat as confidential any medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave. The Agency may disclose such information subject to the Privacy Act of 1974 (552a) and 5 CFR 339 only for purposes of making informed management decisions and only to individuals who have a need to know.

#### **Section 12. Leave for Family Purposes.**

A. Family and Medical Leave Act (FMLA).— Employees (male or female) are entitled to a total of

12 administrative workweeks of unpaid Family Medical Leave during any 12-month period for (a) birth of a son or daughter and care of the newborn; (b) the placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son or daughter or parent with a serious health condition; or (d) a serious health condition of the employee that makes the employee unable to perform the duties of his or her position.

B. Family leave under 5 C.F.R. 630.401(a)(3)(i)-401(b).— employees may use up to 104 hours (13 days) of sick leave each leave year to care for a family member incapacitated by illness or injury or for purposes connected with the death of a family member.

#### **Section 13. Leave Without Pay.**

A. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an employee in accordance with applicable laws, rules, and regulations. LWOP may be requested utilizing the OPM Form 71. Requests for LWOP will be given serious consideration. Denials of requests for LWOP will be provided to the employee in writing.

B. An employee may be granted leave without pay to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO, upon written request by the appropriate Union office. Upon written request, if workload conditions permit, an extension may be granted so that the total LWOP will not exceed two years. An employee under extended LWOP as described in this section who returns to duty after LWOP shall be entitled to return to a job of the like seniority, status, and pay unless termination is otherwise required by expiration of appointment, reduction-in-force, for cause, or for other reasons not related to absence for Union representation purposes. Such requests will be referred to the appropriate management official and will normally be approved. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. The amount of LWOP is based upon the type and duration of activity in which the employee is engaged.

C. Approval of LWOP is mandatory for:

1. Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave (38 U.S.C. 4316(d);

2. Medical treatment for disabled veterans;



3. Employees exercising LWOP rights under the Family and Medical Leave Act.

D. Upon return to duty after a period of LWOP, the Employer, to the extent it has authority, will restore the employee to the position which the employee held prior to the non-paid leave or to a similar position at the same grade and pay within the commuting area.

#### **Section 14. Leave for Bone Marrow and Organ Donation.**

A. Employees may use up to seven (7) days of paid leave each year, in addition to annual and sick leave, to serve as a bone marrow donor.

B. Employees may use up to 30 days of paid leave each year, in addition to annual and sick leave, to serve as an organ donor.

**Section 15. Religious Observances.** Time off for Religious Observance will be administered in accordance with Subpart J, 5 C.F.R. 550.1001.

**Section 16. Excused Absences (Administrative Leave).** Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties. Workload permitting, administrative leave may be granted to an employee in accordance with the following sections.

A. Brief Absences or Tardiness. The immediate supervisor may excuse nonrecurring brief periods (59 minutes or less) of absence or tardiness due to circumstances beyond the employee's control; e.g., adverse weather conditions, traffic and transportation issues.

B. Blood Donations. An employee may be granted up to four (4) hours administrative leave for purposes of travel, testing, and recuperation associated with donating blood or marrow. Additional administrative leave for this purpose may be approved in unusual circumstances, if needed.

#### **Section 17. Court Leave.**

A. In accordance with law and regulations, an employee with a regular scheduled tour of duty is entitled to administrative leave/court leave for:

1. Jury duty (including time spent waiting to be called or selected, and related travel time) when

required by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States; or

2. Serving as a witness (including time spent waiting to testify, and related travel time) when required by subpoena or directed to appear by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States.

B. Employees who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day will be granted court leave for the employee's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. Employees are required to provide a Certificate of Attendance from the Jury Commissioner's Office in order to be granted court leave. In such cases, the employee will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

C. If an employee on court leave is excused from court with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Employer.

D. Employees may keep any expense money received for mileage, parking, or required overnight stay, to the extent consistent with law. Employees should identify themselves as a federal employee to the court and decline any jury wages offered for their service.

E. If an employee is on annual leave when called to jury service, court leave should be substituted for annual leave.

#### **Section 18. Workplace Closings and Emergency Conditions.**

A. Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure. Such situations include, but are not limited to, events such as heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, severe pollution, massive power failure, terrorist attacks, major fires or serious interruptions to public transportation caused by incidents such as

strikes of local transit employees or mass demonstrations.

B. If the emergency conditions described above prevent an employee from timely arrival at work, even though the workplace is not closed, the employee will be granted administrative leave for absence from work for a part or all of the employee's workday. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work.

C. Determining whether to grant administrative leave and the duration of the leave, the Employer shall consider the following factors, and shall uniformly apply them to all employees within the area affected by the emergency:

1. The mode of transportation normally used by the employee.
2. Efforts by the employee to come to work.
3. The success of other employees similarly situated.
4. Any physical disability of the employee.
5. Any local travel restrictions.

D. When an emergency condition forces the closure of a workplace, telework employees will be granted administrative leave to the same extent as employees who work at the same facility (for example, where a power outage affects employees both at home and in the office.)

**Section 19. Voting and Voter Registration.** An employee will not be denied the opportunity to vote. As a general rule, when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, employees may be granted an amount of excused leave to vote which will permit the employee to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser time amount of time. In those instances of unusual circumstances, an employee may be excused from duty for up to one duty day to allow the employee to vote. An employee may be excused to register to vote on the same basis as for voting.

## **Section 20. Military Leave.**

A. As provided in 5 U.S.C. 6323(a), eligible employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active

duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) days into the next fiscal year.

B. Employees requesting approval of military leave as set forth herein shall submit an OPM Form 71 to their supervisor and provide a copy of the orders directing the employee to active duty and/or a copy of the certificate on completion of such duty.

C. Military leave shall be granted without any loss of pay. Military leave shall be credited to a full time employee on the basis of an eight (8) hour workday. The minimum charge to leave is one (1) hour as required by law. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay. Employees who request military leave for inactive duty training (which is generally two (2), four (4), or six (6) hours in length) will be charged only the amount of military leave necessary to cover the period of training and necessary travel. Members of the Reserves and National Guard will not be charged military leave for weekends and holidays that occur within the period of military service.

D. Inactive Duty Training (IDT) is authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve components. It consists of regularly scheduled unit training periods, additional training periods and equivalent training.

E. 5 U.S.C. 6323(b) provides twenty-two (22) workdays per calendar year for emergency military duty as ordered by the President, the Secretary of Defense, or a State Governor. This leave is provided for employees who perform military duties in support of civil authorities in the protection of life and property, when ordered by the President or a State Governor or who perform full-time military service as a result of a call or order to active duty in support of a contingency operation as defined in section 101(a)(13) of title 10, United States Code.

F. Members of the National Guard of the District of Columbia may be authorized unlimited military leave under 5 U.S.C. 6323(c), for certain types of duty ordered or authorized under Title 39 of the District of Columbia Code.

G. The Agency will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301, et al, which applies to persons who perform duty, voluntarily or involuntarily, in the uniformed services, including the Army, Air Force, Navy, Marine Corps, Coast Guard,

and Public Health Service Commissioned Corps, as well as the reserve components of each of these services. Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

H. Service Members returning from a period of service in the uniformed services must be reemployed by the “pre-service” employer if they meet all four (4) eligibility criteria as set forth in USERRA:

1. The person must have held a civilian job.

2. The person must have given notice to the Employer that he or she was leaving the job for service in the uniformed services unless giving notice is precluded by military necessity or otherwise impossible or unreasonable.

3. The period of service must not have exceeded five (5) years.

4. The person must not have been released from service under dishonorable or other punitive conditions; and the person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

**Section 21. Absence Without Official Leave (AWOL).** When the Employer determines that it will charge an employee AWOL, it will notify the employee in writing or by electronic means of the intention to do so. The notification will be issued to the employee as soon as possible but no later than the end of the pay period for which the AWOL is recorded. Such notice will include the reason for charging AWOL and include the date and time period in question. The notice will be delivered to the employee in person if the employee is present in the workplace. If the employee is not present and/or is not expected to be present within a reasonable period of time, the notice will be mailed to the employee’s last known address. AWOL will be changed to appropriate leave if it is later determined that the absence was excusable.

## **Article 11 – Performance Standards and Appraisals**

### **Section 1. Overview.**

A. The performance evaluation system shall provide a fair, accurate, and objective evaluation of job performance, consistent with the Employer’s commitment to an environment that promotes teamwork, and the accomplishment of group or team objectives.

B. The purpose of the performance evaluation system in this Article is to provide a framework to ensure feedback and open, two-way communications between employees and their supervisors. The system focuses on contributions within the scope of the employee’s position description (GS/WG) or performance standards (FPS) in achievement of the overall mission. While the Employer fosters a teamwork environment, the employee is responsible for the accomplishment of his/her performance objectives within the framework of the position description or performance standards. The Employer promotes day-to-day interaction among employees and supervisors.

C. This system is intended to be a positive building block in the foundation of a relationship based on shared interests and mutual objectives. The evaluation system will emphasize:

1. Employee performance;

2. Overall employee contributions;

3. Recognition of special skills and contributions in addition to regular job duties; and

4. Unit and group achievement of the Employer’s mission.

D. Employees will receive written performance ratings based on performance standards which are related to assigned duties.

E. Employees are entitled to the level rating that most accurately describes their performance compared with the performance standard for each element.

F. Employees are entitled to a summary rating that most accurately reflects their overall performance during the completed rating period.

**Section 2. Performance Standards.** The standards will be in writing and signed by the Ratees and their rating chain. The employee will receive their performance plan within 30 days from the beginning of each rating period, upon starting a new assignment, or upon initial hire.

**Section 3. Appraisals.** Except under unusual circumstances, each employee's performance will be rated annually against the standards established for their position. The employee must be on approved standards for a minimum of 120 days prior to receiving a performance rating. A change in supervisors does not necessitate a change in standards. Any change to the standards must be discussed with the employee, acknowledged in writing, and a copy provided to the employee.

**Section 4. Communication.**

A. Each annual rating will include both a written appraisal and a discussion between the rating supervisor and the employee. Other discussions between the employee and the rating supervisor will be held, as needed, during the rating period to exchange data, to mutually discuss work progress, and to help employees to gauge their performance.

B. Annual rating period. Supervisors will meet with their employees at least three times a year to discuss their performance. The employee's performance will be evaluated on a continuing basis. Unacceptable performance will be evaluated in accordance with Section 6 below.

1. At the beginning of every rating period, or upon entering on duty. Employees will be provided an opportunity and encouraged to participate in the establishment of their performance standards, where practicable. Rating officials will give serious consideration to suggestions made by the employees.

2. Mid-way in the performance cycle. This communication should be a discussion of the employee's performance to date. If an employee is failing to meet "successful" in any performance standard, it should be discussed, along with ways and means to improve.

3. At the end of the rating cycle. Supervisors will meet with employees at the end of the cycle, and discuss the employee's overall performance for that cycle. Employees are encouraged to participate in this discussion. Employees will have three (3) days from the date of this discussion to offer a rebuttal to the supervisor's decision.

4. The discussion between the rating supervisor and the employee will be in private and of sufficient length to allow the employee time to discuss matters of interest concerning the appraisal.

**Section 5. Performance Improvement Period.**

A. The Employer will monitor employee performance throughout the rating period. If at any time during the rating period the rating official determines that an employee's performance is unacceptable in one or more critical elements, the rating official will call for a meeting with the employee to discuss one-on-one the employee's performance.

B. The supervisor, at a follow-on meeting, will present to the employee a written performance improvement plan.

1. The improvement plan will identify the critical element(s) for which performance is unacceptable and inform the employee of the performance requirement(s) or standard(s) that must be attained in order to demonstrate acceptable performance. The plan will clearly state which tasks must be addressed and what improvements are required. The plan will state that unless performance in a critical element(s) improves to, and is sustained at, an acceptable level for a minimum period of one year, the employee may be reduced in grade, reassigned or removed from Federal service.

2. The improvement plan will afford the employee a reasonable opportunity, normally 90 days, to resolve the identified performance-related problem. The plan is not considered an adverse action for the employee.

3. The improvement plan will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as appropriate.

4. The improvement plan will state which supervisor or management officials will be available to guide, coach, and otherwise assist the employee in reaching "Fully Successful" performance. The plan will include what strategies will be provided and when. Employees will request additional assistance.

5. The employee will be informed in the improvement plan that personnel-related actions (WIGIs, awards) may be withheld while this level of performance continues.

C. At any time during the performance improvement period, the rating official may conclude that assistance is no longer necessary because the employee's performance has improved to at least "Fully Successful." The rating official will notify the employee of this determination in writing.

D. If, following the performance improvement period,

the rating official is unable to make an assessment that the employee is successfully performing his/her critical job duties and responsibilities, the rating official will notify the employee in writing of the extension of the improvement plan and its duration.

## **Section 6. Action based on Unacceptable Performance.**

A. If all remedial action fails and the employee's performance is determined to be unacceptable, the supervisor will provide written notification to the employee that the employee may be subject to one of the following actions:

1. If the employee is capable of performing another position of the same grade, the supervisor may propose to reassign the employee to such a position.

2. If the employee is not capable of performing any position at the same grade but is capable of performing a position at a lesser grade, in the same or different job series, the supervisor may propose a demotion to a position at a lower grade.

3. If neither 1 nor 2 above is feasible, the supervisor may propose a removal.

B. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

1. Thirty (30) days advance written notice of the proposed action, which identifies the specific basis (i.e., the critical job duties and responsibilities) for the proposed action including specific instances of unacceptable performance.

2. The right to a representative. The employee must inform the deciding official, in writing, of the representative's name.

3. Ten (10) calendar days, to respond orally and in writing, and to furnish affidavits and other documentary evidence in support of the response.

C. A decision whether to retain, reduce in grade, or remove an employee shall be made within thirty (30) days after the date of expiration of the advance notice period. The employee will be given this decision in writing. The decision will:

1. Specify the instances of unacceptable performance and the critical element(s) for which the employee did not achieve "fully successful" performance, and on what the decision is based.

2. Specify the action to be taken, the effective date, and the employee's right to appeal the decision.

D. The employee may appeal to either the Merit Systems Protection Board in accordance with applicable law, or the Union, but not both. The Union, on behalf of the employee, may timely file a written grievance against management under the terms of Article 32.

## **Article 12 – Details, Reassignments and Voluntary Changes**

### **Section 1. Details (GS and WG).**

A. A detail is the temporary assignment of a Title 5 (GS and WG) employee to a different position or to a different set of duties for a specified period, with the understanding that the employee continues to be the incumbent of the position from which detailed.

B. Documentation. Employees will be recognized for the work they perform. Therefore, details in excess of thirty (30) days will be documented and maintained as part of the employee's Official Personnel Folder (OPF). In addition, employees may request amendment of their OPF with memoranda, which documents any detail, in accordance with OPM guidelines, as set forth at 5 C.F.R. Part 297. Employees may update their OPF with additional information about their work in accordance with Article 4 of this Agreement.

C. Requirements.

1. An employee who is temporarily assigned to a higher graded position for a period in excess of 60 consecutive days will be given a temporary promotion, if the employee meets all regulatory requirements for promotion. Temporary promotions in excess of 120 days duration will be accomplished through the competitive process.

2. A detail will not be used if the sole purpose is to give one employee additional qualifying experience for promotion, unless competitive placement procedures have been applied. Selection for details will be based on the needs of management and the abilities of employees.

3. Details to perform duties to a higher grade or to a different line of work will be rotated to the fullest extent possible among eligible and qualified employees.

D. The Union will be given written notice at least ten (10) workdays in advance before detailing a Union



Officer, Official, or Steward, other than a detail at that employee's request, if the Employer has advance notice of the need for a detail.

E. The Employer will make a reasonable effort to avoid placing Union officials on details that would prevent them from performing their representational functions.

F. Higher graded duties. Details to higher graded positions or to positions of known promotion potential will be accomplished in accordance with the procedures contained in the local Merit Promotion Plan and this Agreement.

G. Lower graded duties. Performance of lower graded duties officially assigned by the Employer shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Performance of lower graded duties shall not be the basis for a lowered assessment or appraisal of the employee, nor will it adversely affect the employee's ability to apply for and be considered for any job for which the employee would have been eligible had the employee not been detailed to those duties.

H. Appropriate use of detail. Details shall be used to meet temporary needs of the Employer's mission. Details will be rotated fairly and equitably among eligible and qualified employees. Details will not be used to reward or punish employees. Details will also be used to help provide career development opportunities for employees. Volunteers for details shall be given prompt and fair consideration.

I. The following will apply when filling non-competitive details in excess of 30 calendar days:

1. The qualifications of the position of the detail will be determined by the Employer, as well as any task-related qualifications of the work to be performed. Only objective and job-related qualifications will be applied under these procedures.

2. Solicitations for details may be done via e-mail.

3. If there are a sufficient number of qualified volunteers, the Employer will select the most senior qualified employee(s) who volunteered for the detail.

4. Among equally qualified employees, if an insufficient number of candidates apply for the detail, the Employer will use inverse seniority.

5. Normally, an employee will be detailed only once during any 12 month period under this provision to any given position; however, the Employer

reserves their right to detail an employee more frequently.

J. As a matter of policy, no employee will be detailed in such a manner that may discriminate against the employee concerning promotion, protection in RIF situations, upward mobility, EEO or labor organization membership.

## **Section 2. Reassignments.**

A. Reassignment means a change from one position or a set of duties to another, without promotion or demotion, while the employee is serving continuously within the same Agency. Permanent reassignments will be documented in the employee's OPF.

B. Requests for voluntary reassignments shall be given prompt and fair consideration.

C. An employee reassigned outside the local commuting area, which will require a change in transportation arrangements, will be given written notification at least fifteen (15) workdays in advance.

D. When an employee is reassigned to a different position, the employee will be given a reasonable period in which to become proficient. If he or she cannot attain satisfactory performance, serious consideration will be given to returning the employee to the previous position or a new position at the same grade level.

E. The Union will be given written notice at least ten (10) workdays in advance before reassigning a Union Officer, Official, or Steward, other than a reassignment at the employee's request, if the Employer has advance notice of the need for a reassignment.

F. The Union will be provided a listing of all bargaining unit employees reassigned upon request.

**Section 3. Voluntary Changes.** Employees may voluntarily request changes in their work assignments. All such requests are subject to management's right to assign employees work, and to determine the personnel by which Agency operations shall be conducted. Such requests will be considered by the Employer and a good faith effort will be made to balance the Agency's mission with the needs of the employee. Any voluntary changes will be processed in accordance with applicable laws, rules, regulations, and this Agreement.

**Section 4. Relocation Expenses.** Employees affected by a change in duty station may be entitled



to relocation expenses in accordance with the Federal Joint Travel Regulations.

## **Article 13 – Training and Development**

**Section 1. General.** In recognition of the advantages to the Employer and the employees, the Parties agree to mutually promote training and development opportunities for the employees. Educational and development opportunities will be based upon the job requirements, the needs of the Employer and the availability of funds. Training and development opportunities will be provided to all eligible employees performing the same or similar functions. The Employer will notify employees of these opportunities, as they become known, to allow for enrollment and participation within the given constraints. Employees will be notified by the manager as projected on the employee's Individual Development Plan (IDP) in sufficient time to allow for enrollment and participation.

A. The training and development of employees is important in carrying out the mission of the Employer.

B. Employee training and development will be administered in accordance with all applicable laws, rules, regulations, and the provisions of this agreement.

C. Either employees or managers may initiate discussion of individual training needs. Such discussions may or may not be linked to an IDP.

D. All Employer-provided training will be appropriate and adequate for the subject matter.

**Section 2. Non-Discrimination.** The nomination and/or selection of employees to participate in training and career development programs and courses shall be nondiscriminatory and in accordance with Title VII of the Civil Rights Act (Title VII) and made without regard to Union membership or activity, and shall be consistent with other applicable laws, rules, regulations, and the terms of this Agreement.

### **Section 3. Professional Organizations.**

Membership and active participation in the functions of academic professional organizations will be encouraged so long as that membership does not interfere with mission goals or Department of the Army directives. Subject to mission requirements, employees may be provided excused absence, annual leave or leave without pay to attend or participate in job related meetings, conferences or seminars of recognized professional organizations

that support the interest of the DOD community with respect to their area of responsibility. Authorization for release from duty, required fees, and related travel and per diem expenses may be approved consistent with applicable regulations, needs of DLIFLC and fund availability. All requests for such release will be determined on an individual basis.

**Section 4. Expenses.** The Employer agrees to provide unit employees' financial assistance for training in non-governmental facilities based on the needs of the Employer and the availability of funds. Enrollment in non-governmental facilities should be submitted on the appropriate authorized training request form, be performance related, processed through the chain of command and received by the CPAC minimally thirty (30) days prior to course start date. The employee will be notified upon approval of the registration and will be forwarded a copy of the training request form which will indicate course title, dates, and amount of tuition authorized. To the extent feasible, employees will be notified of the approval or disapproval prior to the starting date of the training. The employee will be given the reason for disapproval in writing upon request. Tuition assistance applies only to the principal course and does not include books, registration fees, or other expenses. Reimbursement is subject to successful course completion.

**Section 5. Training Programs.** Training, Academic Development and Professional Development are recognized as enabling components that help improve performance increase qualification and influence teacher rank and as such they are integral to advancement. The employer will encourage, develop, expand and attract these types of opportunities.

A. The Employer will notify employees of training opportunities and support employee participation to the maximum extent possible consistent with mission and budgetary dictates.

B. The Employer will notify employees by e-mail of the availability of government-sponsored training programs and the general scope of the training. The Employer will advise individual employees, upon request, of currently available government-sponsored training courses so as to provide the employee the opportunity to express timely interest.

C. The employee will provide a record of any completed training to the supervisor for inclusion in the supervisor's file.

D. Appropriate training may be provided to all

employees whose positions are abolished or re-engineered as a result of reorganization, change in mission, budget priorities, work elimination, introduction of new duties, transfer of work, or implementation of new technology before expecting adversely impacted employees to perform new or altered duties.

#### **Section 6. On-the-Job Training.**

A. On-the-job Training may be provided to help develop skills, knowledge and abilities that will improve employees' performance of official assigned duties. Emphasis will be placed on in-house, distance learning or government facilities or agencies.

B. Unit Members may be allowed to engage in job-related, self-paced training courses as the mission allows if these do not interfere with the accomplishment of assigned tasks. The Employer will coordinate the provisions of the upward mobility program where feasible with this action.

**Section 7. New Duties.** Employees assigned to a new function or mission will be given any required instruction and guidance during the initial training period, not to exceed ninety (90) days. On-the-job instruction, computer aided instruction or education opportunities will be given to employees assigned this new mission within funding constraints.

**Section 8. Professional Journals.** Professional Series Employees are encouraged to keep current with professional job related developments in journals and professional publications, as related to performance of their primary duty assignments. These journals or publications may be obtained on-line or in the DLIFLC library. Professional self-education should not interfere with mission or job accomplishments. The Employer will encourage Employee self-learning during duty hours when practicable.

#### **Section 9. Technology.**

A. The Employer and the Union recognize technological change as a function of the job. Changes to technologies in place will be explained to employees as much as practicable. Vulnerability and mission dictates may alter the ability to use programs, processes and functions therefore periodic adjustments to technology may occur. The Employer agrees to take responsible steps to minimize the adverse impact caused by such changes.

B. The Employer will advise the Union of major systemic changes fourteen (14) days prior to

implementation of the new work process. Security concerns will be accomplished without notice.

C. New Technology introduced to the classroom or workplace will be accompanied by a training program. The Employer will use e-learning, train the trainer, on-the-job or computer-based training to support these technology changes. The Employer will ensure all employees receive the opportunity to receive this training as mission allows.

### **Article 14 – Awards**

**Section 1. General.** The type and availability of awards is dependent upon the employee's pay plan (Administratively Determined, i.e. Faculty Pay System, General Schedule, Wage Grade, etc.). Employees are encouraged to contribute to the productivity and creativity of the workplace and will be recognized for their achievement, where practicable, in the work area or through an awards ceremony.

#### **Section 2. Incentive Awards.**

A. The Incentive Awards program is based on merit and will be granted to those who fully deserve the award with a full explanation as to the accomplishments being recognized. Award programs are intended to recognize individual or group performance. The Incentive Awards program will be implemented consistent with Army regulations.

B. Incentive awards are designated as Honorary, Monetary or Time Off awards. The Army Incentive Awards Program is available under the Civilian Personnel On-Line (CPOL) web site [cpol.army.mil/library/PERMISS](http://cpol.army.mil/library/PERMISS) or the CPAC Employee Handbook. Various awards programs administered by the DOD and the Army will be announced to employees via electronic systems such as e-mail, intranet web sites or other electronic medium as required.

#### **Section 3. Performance Awards.**

A. Performance awards (that is monetary awards earned as a result of an employee's performance); Quality Step Increases (QSI), Performance Awards and On-the-Spot Cash Awards, are granted by the Employer on the basis of merit, and within applicable budget limitations, to individuals or groups.

B. Upon request, the Union will be provided bargaining unit employee award data and aggregate award data out of the current Civilian Personnel Database.

C. Awards for bargaining unit employees will be distributed as described in this Article.

D. The Parties may agree through the Labor-Management Partnership Committee to establish an Awards Committee

#### **Section 4. Time-off as Incentive Award.**

A. The purpose of the Time Off Award (TOA) is to increase employee productivity and creativity by rewarding employee contributions to the quality, efficiency, or economy of Government operations.

B. A TOA provides an employee with an excused absence without charge to annual leave or loss of pay. All bargaining unit employees shall be eligible for a TOA unless an employee is or was on a leave restriction letter within the previous twelve (12) months.

C. The minimum amount of time off for any contribution shall be one (1) hour. The maximum TOA for any single contribution shall be forty (40) hours for a full-time employee. A part-time employee will be granted a TOA not to exceed his or her weekly work schedule.

D. Employees may be granted up to the average total number of hours that such an employee works during a biweekly scheduled tour of duty during any single leave year. For example, a full-time employee is eligible for a total of eighty (80) hours of time off; and a part-time employee working an average biweekly schedule of sixty-four (64) hours is eligible for a total of sixty-four (64) hours of time off.

E. A TOA must be scheduled and used within one (1) year from the date the award was granted or it will be forfeited. TOAs should be scheduled so as not to conflict with use of "use or lose" annual leave. If an employee becomes ill during a time when the employee is using his/her TOA, he/she will call his or her supervisor to request sick leave which may be granted for the duration of the illness and the TOA will be scheduled at another time.

#### **Section 5. Suggestion Program.**

A. Employees' suggestions to improve work processes and working conditions provide a valuable and unique source of ideas which can greatly increase the efficiency of the service and/or employee morale.

B. Employee suggestions will be forwarded to the appropriate management officials in accordance with

AR 5-17 for review, evaluation and approval of suggestions.

### **Article 15 – Merit Placement and Promotion**

**Section 1. Purpose.** The purpose and intent of this Article are to ensure that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria. The Employer and the Union agree that all promotions in the unit will be in accordance with the provisions of the Office of Personnel Management, Department of the Army regulations and the West Region's Merit Promotion and Placement Plan (WRMPPP).

**Section 2. Selections.** The selecting official may use interviews as a tool in evaluating candidates on the referral list, unless the selecting official determines a candidate was referred erroneously or does not meet the qualifications necessary for the position.

**Section 3. Exceptions.** Placement actions accomplished without regard to competitive procedures will be in accordance with the provisions contained in the WRMPPP. The justification for use of these provisions will be fully documented on the automated Request for Personnel Action in each case.

A. Promotion of an incumbent resulting from the upgrading of a position without significant change in duties and responsibilities due to issuance of a new or revised classification standard or the correction of a classification error.

B. Special consideration extended to employees demoted within Department of Defense without personal cause and not at personal request.

C. Special consideration of employees who failed to receive proper consideration in a previous competitive promotion action.

D. Career promotions made without new competition when the incumbent of a position was selected competitively at an earlier stage, and the intention to prepare the selectee for the grade level now being filled was made a matter of record.

E. Priority Placement Program (PPP).

#### **Section 4. Area of Consideration.**

A. The area of consideration must be sufficiently broad to ensure the availability of a reasonable number of high quality candidates taking into account the nature and level of the position to be filled, merit principles, and objectives, and applicable regulations and requirements of this negotiated agreement. The minimum area of consideration for vacancy announcements will be current permanent Department of Army employees with competitive status.

B. The area of consideration will be determined between the CPAC and the selecting official and will be identified in the merit promotion vacancy announcement.

#### **Section 5. Methods of Locating Candidates.**

A. The appropriate type of vacancy announcement will be used to locate candidates, depending on the position to be filled. Each vacancy announcement will be open for application for a minimum of three (3) workdays, as outlined in WRMPPP. The announcements shall be posted on the Civilian Personnel On-Line (CPOL) web site at [www.cpol.army.mil](http://www.cpol.army.mil). In areas where no employee computer access is available; hard copies of open vacancy announcements may be posted in a timely manner on the various bulletin boards.

B. Vacancy announcements will contain, at a minimum, the following:

1. Announcement number.
2. Opening and closing dates.
3. Title, series, and grade of position.
4. Brief summary of the minimum qualifications and duties of the position.
5. Selective placement factors, conditions of employment, etc.
6. Area of consideration.
7. Location of job vacancy (major organization.)

C. Candidate evaluation results of merit promotion and placement vacancy announcements may be used for 180 days following the closing date of an announcement/ issue date of the list, in order to fill similar positions that may arise within the major organization where the same highly qualifying criteria is required.

D. Employees submit an application for each vacancy announcement via the Self Nomination process on the announcement posted on [www.cpol.army.mil](http://www.cpol.army.mil) for which they wish to be considered. An employee may apply for promotion, reassignment, or change to lower grade during the open period as designated on the posted vacancy announcement.

**Section 6. The West Region Merit Promotion and Placement Plan.** The Employer agrees to provide the Union a copy of the WRMPPP and any future changes. The Employer agrees to meet and confer with the Union on future revisions of the plan.

**Section 7. Test and Interviews.** Tests or interviews will be scheduled during duty hours.

#### **Section 8. Notification of Consideration.**

A. The employee may check their application status via the Army Civilian Service job web site, which is an application on [www.cpol.army.mil](http://www.cpol.army.mil).

B. Employees who believe they have been denied proper consideration may request reconsideration or file a grievance under the negotiated grievance procedures. Prior to the filing of any grievance, employees are encouraged to meet with appropriate officials of the Employer, i.e., representatives of the CPAC, selecting official to have their rating reviewed.

**Section 9. Release of Employees.** Employees selected for another position will be released to assume the duties of the position as soon as practicable. Normally, this will occur within 30 days after selection.

#### **Section 10. Re-Promotion.**

A. Employees who have been involuntarily placed in a lower graded position than what they previously held resulting from a Reduction in Force (RIF) are re-promotion eligible.

B. Employees eligible for re-promotion consideration will be referred to the selecting official prior to competitive referrals.

C. In order to take full advantage of their re-promotion eligibility, employees are encouraged to apply as competitive candidates for vacancies for which they believe themselves to be qualified.

#### **Section 11. Temporary Promotions.**

A. A temporary promotion is a temporary assignment



of an employee to a different position of higher grade for a specified period of time, and that provides promotional opportunity for permanent employees. The employee returns to his/her regular duties at the end of the assignment. The employee receives the pay of the new position as a result of the temporary promotion. Temporary assignment to a higher grade position shall be accomplished by a temporary promotion when all the following conditions are met:

1. The need for a temporary promotion replacement is expected to last more than 120 days;
2. There are no DOD PPP candidates willing to accept temporary placement;
3. The employee will be required to fully assume the grade-controlling duties and responsibilities of the higher grade position.
4. The employee meets the minimum OPM qualifications standards for the position.

B. Temporary promotions will be for specified periods of time, not less than thirty (30) days. Temporary promotions of more than 120 days will be accomplished under competitive procedures. This requirement will not be circumvented by a series of short-term temporary assignments. In the event the Agency is undergoing a base closure or major draw down; (e.g., RIF) non-competitive temporary promotions and details to higher grades are authorized for a period not to exceed 179 days.

C. The area of consideration for competitive detail/temporary promotion may be narrower than for permanent placement.

D. If the area of consideration for a competitive detail/temporary promotion was narrower than required for normal permanent placement, full competitive procedures shall apply should the position later be filled on a permanent basis.

E. All individuals to be temporarily promoted competitively or non-competitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it shall be made clear that management, at its discretion, may terminate a temporary promotion at any time sooner than the expected termination date.

**Section 12. Maintenance of Promotion Records.** Promotion and placement actions will be documented in an employee's Official Personnel Folder and in record files of each promotion action as specified by

the Office of Personnel Management, to provide clear evidence that actions are being effected in accordance with the policy and provisions of the WRMPPP; to provide the basis needed for evaluation of the program; and for answering questions that management or employees may raise about the program in general or specific promotion actions.

**Section 13. Information to the Union.** When an authorized representative of the Union requests information regarding specific promotion/placement actions the request shall be in writing. The written request shall specify whether a statistical or depersonalized form of the information is acceptable. Disclosure of information will not be made unless provisions of law governing release of information to labor organizations are met and personal and sensitive data; i.e., marital status, age, handicapped designators, etc., have first been deleted and/or the prior written consent has been obtained by the Union from the individual to whom the information requested pertains. Management and the Union agree that time required for grievants' representatives to obtain such information will be given due weight in determining need for extensions of time limits during any step of the grievance procedure. When requesting information for promotion actions, the following procedures will apply:

A. The Union will contact the CPAC Labor Specialist for the job vacancy in question.

B. Information considered appropriate to be released to the Union by the personnel specialist includes Request for Personnel Action, vacancy announcements, career referral requests, resumes, or other material identified in the applicant's qualifications and releasable by the Personnel Staffing Specialist:

Information	Releasability
Request to Fill	SF-52 (Sanitized of personal Information)
Application material	Documents related to the grievant (sanitized) and selectee
Rating and Ranking	Documents related to the grievant and selectee
Referral List	Complete list material
Selection	Same documentation

C. For information not identified in (b) above, and not normally releasable to the Union by the CPAC, the Union will provide a written request to the CPAC to include a statement of the necessity and relevance of information requested for a representational matter.



D. In the event that the information is still considered non-releasable by the Employer, the Union may then notify the Employer of its intent to seek the information under the provisions of 5 U.S.C. 7114(b)(4).

## **Article 16 – Telework**

**Section 1. Purpose.** The Employer and the Union acknowledge their joint commitment to implementing telework as an alternative work practice. DOD offers two types of telework arrangements--either on a regular and recurring basis or on a situational, non-routine, or ad hoc basis. Telework is defined as working at an alternate work site at locations other than the traditional office location. The Employer agrees to maintain a local policy consistent with TRADOC, IMCOM and DOD regulation and policy. The telework program is intended to enhance operational efficiency, promote program goals, and enrich the quality of work life. It is the intention of the parties to help reduce traffic congestion and parking difficulties. It is also an effective tool in Installation planning for continuity of operations.

### **Section 2. Program.**

A. The Employer's telework program for employees shall be implemented in such a manner as to have no adverse impact on organizational mission and functions. Employees who participate in the telework program may be authorized to perform their duties at alternative work locations or at the employees' residences. Employees may be linked electronically to the traditional office location by computer or may simply take work to the alternative work site.

B. The Employer shall respond to telework requests, normally within fifteen (15) work days. If the Employer rejects the employee's request, the rejection must be in writing and convey the specific reasons for such denial. The Employer shall consider any employee input as to how the barriers to telework may be overcome. The Union may participate in this discussion.

### **Section 3. Participation.**

A. Participation in the Employer's telework program by employees shall be voluntary and upon request. Supervisors will determine which positions are eligible for telework. Employees shall submit their requests to participate in the Employer's telework program by completing the Department of Defense Telework Agreement and Safety Checklist. An employee's request to telework will be evaluated in accordance with the criteria set forth in DOD

Telework Guide. Included in this consideration are the following:

1. The extent to which the job calls for face-to-face contact with the supervisor, coworkers, other employees, or the public.

2. If face-to-face contact can be readjusted for telephone communications, or if contacts can be scheduled when the employee is at the traditional work location without negatively affecting office work efforts.

3. The extent to which technology is available to work effectively outside the traditional office.

4. The extent that portable work activities or projects can be performed effectively outside the traditional office location.

5. The extent to which work outside the traditional office impedes the Employer's ability to hold an employee accountable for completing work assignments.

B. Employees who are permitted to participate in the Employer's telework program should exhibit the following characteristics: a demonstrated dependability and the ability to handle responsibility; a proven record of self-motivation; the ability to prioritize work effectively and utilize good Time Management skills; and, possess and maintain a record of performance ratings equivalent to fully successful (or 'pass' in a pass/fail system). Employees in a temporary, trainee, or probationary position are not eligible to participate in the Employer's telework program. The Employer shall discuss the requirements and expectations of telework with the employee prior to the approval of a telework agreement.

C. The work at home option shall not be considered a substitute for child/elder care. The program is not intended to eliminate childcare costs.

D. Without the approval of Management, no classified documents (hard copy or electronic), Privacy Act materials, evidence, or sensitive documents may be taken to, used, or stored away from the traditional work site. The employee must return to the traditional office to access and work on such documents or materials.

E. All participants in the Employer's telework program will be required to sign and abide by a written letter of agreement, participate in program evaluations, and, for work at home situations, provide

an adequate home workstation that ensures privacy and a lack of interruptions. In addition, program participants will be responsible for the security of all official data, protection of government-furnished equipment and property, and for carrying out the mission in an alternate work setting.

F. Program participants agree that it is their responsibility to provide a proper work environment free from dependent care obligations, personal disruptions, such as nongovernment telephone calls and visitors, and family responsibilities. Program participants will ensure the work setting complies with OSHA standards, and complete a home office checklist as required. The employee's home office is subject to inspection and verification.

G. Telework schedules may vary according to the individual arrangements negotiated between the employee and the Employer. All schedules must be agreed upon in advance and should be on a fixed schedule. However, telework employees may be required to change or forgo telework days or hours with appropriate notice from the Employer to attend meetings, travel, or meet other operational requirements.

H. Telework may be used in conjunction with Alternate Work Schedules and other scheduling provisions. All regulations regarding absence and leave apply to telework program participants.

I. All telework program employees performing official duties are covered by the Federal Tort Claims Act of the Federal Employees Compensation Act and qualify for pay continuation or workers' compensation for on-the-job injury or occupational illness, whether at the traditional office or the alternate work site. The employee shall notify the Employer immediately of any accident or injury at the alternate work site, provide details of the accident or injury, and complete the Department of Labor Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation. For work at home arrangements, the employee must designate one area in the home as the official workstation. The Employer's potential exposure to liability is restricted to this official workstation.

J. Subject to availability of funds, the Employer shall provide each employee participating in the telework program with computer equipment (i.e., a monitor, computer and keyboard, laser printer/FAX) necessary to perform government work. The Employer may install, service, and maintain Government-owned equipment and software in a home office. The Employer will use the appropriate DOD hand receipt

form to assign equipment to the home office telecommuter. Employees may elect to use personal equipment in the work at home arrangement, so long as the equipment complies with applicable Employer criteria and guidelines.

K. Employees shall agree to permit inspections by the Employer at periodic intervals, during normal working hours, to ensure proper maintenance of Government-owned property and conformance with safety standards. The Employer shall provide the employee at least 24 hours advance notice of the inspection.

L. The Employer is not responsible for home utility costs associated with working at home. Office supplies and supporting materials for the home office should be acquired through normal procedures used in the traditional site. Exceptions apply in cases where personal expenses directly benefit the Employer.

M. The Employer will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate work site, except as provided by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. In addition, the employee must run an Employer-provided virus scanning software program on the personal computer prior to performing official work or loading Employer software and periodically thereafter. Government-owned equipment and software may only be used for official purposes. Employer-purchased software will only be used for official business.

N. The Employer, working with the employee, will identify the equipment needed by the employee for a home office.

O. The telework employee shall protect all government equipment from possible theft and environmental damage. In case of damage to unsecured equipment by non-employees, the employee may be held liable for repair or replacement of the equipment, software, etc., in compliance with applicable regulations on negligence. The employee shall notify the Employer immediately following a malfunction of government-owned equipment. If repairs are extensive, the employee may be asked to report to the traditional office until repairs are completed.

#### **Section 4. Termination.**

A. Upon termination of an employee's participation in the telework program for any reason, arrangements will be made for the return of all government-owned

property.

B. The Employer may initiate action to terminate telework due to work-related circumstances or employee performance issues, or if the employee's job responsibilities change. Such termination shall normally be effective no earlier than two (2) weeks from the date of the notice.

## **Article 17 – Faculty Personnel System**

### **Section 1. Applicability.**

A. This Article covers all professional employees as identified in Article 1 Section 1A. who are members of the Faculty Personnel System (FPS). These employees have assigned ranks. Except as specified in DLIFLC Reg. 690-1, Faculty Personnel System, all laws, rules, regulations, and procedures applicable to Excepted Service General Schedule employees under Title 5 U.S.C. apply to Title 10 FPS faculty members.

B. Any and all procedures developed to administer the FPS must be consistent with and support the principle and guidance outlined within DLIFLC Reg. 690-1. Changes to that regulation, other than editorial, are to be the subject of consultation with the Union.

**Section 2. Representation.** In accordance with Article 3, Union Rights, and Article 34, Mid-Term Negotiations, the Union has exclusive representation rights for professional employees (FPS). In accordance with Article 3, Union Rights, and Article 34, Mid-Term Negotiations,, the Union has the right to meet quarterly with the Commandant to discuss any and all matters, including those related to the FPS.

**Section 3. Charter Members.** These are the initial members of the FPS who converted from the GS pay system to that of the FPS. This group is closed and no new members have been added to this group since January 1997. The following shall pertain to Charter Members within the FPS:

A. Normally, Charter Members shall not lose that designation except if any member shall resign or accept a non-FPS position.

B. Charter Members shall not be financially disadvantaged in their pay from the amount they would have received if they had continued as GS employees.

C. If a Charter Member is terminated through no fault of his or her own, and is subsequently reemployed

within the FPS, then they shall retain their Charter Member designation.

D. Reemployment shall be according to the procedures within 5 U.S.C.

### **Section 4. Faculty Rank Structure.**

A. Duty descriptions and functional titles are assigned to FPS members, independent of ranks, as needed to better describe their specific work activities. These duty descriptions and functional titles have no effect on rank, salary, or any other operational aspect of the FPS.

B. The assignment of managerial and/or administrative responsibilities does not affect the rank of FPS members.

C. Assignment of duties within the FPS may be made non-competitively.

### **Section 5. Rank Advancement.**

A. The FPS has two systems for rank advancement; one system is for the Instructor rank, which is administrative, and one system is for the Associate Professor and Professor ranks, which is competitive. Each system has its own requirements for rank advancement which are determined by work experience, professional development, education or comparable scholastic achievements, performance, contributions, and the availability of allocations within each rank.

B. An FPS member may compete for the next higher rank after having served three years in his or her current rank. However, an FPS member cannot be administratively advanced in rank without completing at least one year in the next lower rank.

C. The Employer will publish a rank advancement target schedule for a three-year period. This schedule will be published annually by 1 March.

D. Because all Professor ranks are awarded competitively, the Rank Advancement Board reviews all applications and assigns ratings to all considered for advancement based on selection criteria for that rank. The Board may consist of both an Employer and a designated Union representative, if all members are at the equivalent rank or higher. Management and Union will mutually agree on the representative.

### **Section 6. Performance Evaluation.**

A. FPS performance evaluation will be conducted in

accordance with DLIFLC Regulation 690-1.

B. The Union shall be notified prior to any changes in standardized job objectives. These changes may be negotiated via the process outlined in Article 34, Mid-Term Negotiations.

## **Section 7. Professional Education Recognition Status.**

A. FPS members are normally hired as term employees and given the academic status of Tenure Track. The Tenure Track status remains in effect through the term appointment.

B. The Employer will designate a percentage of tenure employees as an institutional target. Tenure in this case is defined by Title 5 U.S.C. Competition dates for tenure will be identified by the Employer. The Employer will publish a tenure target schedule for a three-year period. This schedule will be published and available on the DCSPL intranet annually by 1 June. The information can be located at <https://sp07.dliflc.edu/org/Provost/fps/Rank%20Advancement/Forms/AllItems.aspx>.

C. The Union may request the current tenure percentage from the Employer as needed.

## **Section 8. Termination of Employment.**

A. Reduction in Force (RIF). A change in mission, workload, or organization; lack of funds; or other similar and compelling reasons may require a RIF. Based on the reason(s) for the RIF, management determines the number of employees to be separated and the areas impacted. The RIF process shall be subject to Article 29, Reduction in Force, of this negotiated agreement.

B. Separation for Cause.—Chapters 43 and 75 of Title 5 of the United States Code and Parts 432 and 752 of Title 5 of the Code of Federal Regulations, and the negotiated agreement remain applicable to FPS employees. FPS employees have the same protections and are subject to the same procedures that are applicable to Excepted Service GS employees in connection with performance actions and disciplinary actions.

C. Reappointment and Extensions of Appointment for Adjunct and Tenure Track Employees.

1. Failure to be reappointed or extended is not considered “separation for cause” and is not an adverse action. The SF50 will identify the separation as a termination.

2. When a reappointment is not granted, reasonable efforts will be made to provide advance written notice to the affected faculty member. In any event management shall provide at least ten working days notice to the affected employee.

D. Grievances and Appeals. Provisions of Article 33, Grievances, and Article 23, Equal Employment Opportunity, apply to FPS employees in all cases.

## **Section 9. Merit Pay.**

A. FPS employees’ salaries are adjusted in accordance with Title 10 procedures and DLIFLC Regulation 690-1. Merit Pay increases are determined by a point system based upon the employee’s performance rating and/or Merit Pay Panels.

B. Each employee documents and signs an evaluation support form regarding the quality of his/her performance through input to the annual performance appraisal.

C. Merit Pay is awarded based on a point system as detailed in DLIFLC Regulation 690-1. Total point award is comprised of allocations by a dean-level supervisor and pay panels.

D. Merit Pay Panels. Merit Pay Panels are convened for each School or academic area. At least one member of the board will hold a nonsupervisory position. The Union will furnish an observer for each panel that is convened for bargaining unit employees. The Employer will notify the Union prior to the convening of any panel as soon as practicable but in no event less than two (2) weeks in advance. Observers will be required to adhere to the same rules of the panel members and sign a non-disclosure agreement.

E. The Panel can review performance appraisals, employee input, brief statements of additional accomplishments, or other documents as determined by management. Employees will be apprised of any and all documents that will be relied upon by the panel. After reviewing each package and assessing each FPS member’s performance, the Panel rank orders the members and allocates performance points. The Pay Panel has a bank of three points per member and may award points in increments of zero to five. The Pay Panel awards points based on their assessment of the member’s relative contribution to the overall DLIFLC mission. All members who meet the overall goals of the performance standards will be awarded at least one point. The Panel will not exceed the total points



allocated. Each Panel will be advised to distribute all points available.

F. Merit pay incentives are subject to funding availability. Funding sources for the merit pay pool include Employment Cost Index increases, locality pay increases, longevity increases, promotions, Quality Step Increase allocations, and performance award allocations. The pool may also include budgeted or non-budgeted funds made available for that purpose by the DLIFLC Commandant.

**Section 10. Appeal Board.** Rank advancement, merit pay, and tenure decisions may be appealed. The Employer will establish an appeal process for merit pay, merit promotion, and rank advancement in conjunction with each announcement. The Appeals Board decision is final. The appellant may be represented by AFGE Local 1263.

**Section 11. Visa Holders.** The Employer will assist visa holders with post-termination guidance regarding legal status. These visa holders will be provided a minimum of three days administrative leave to allow them to seek an appropriate visa.

**Section 12. Accreditation.** The Employer and the Union affirm their commitment to keeping the Defense Language Institute Foreign Language Center as an accredited two-year institution. So as to carry out its commitment and responsibility to accreditation, the Union may send members to the accreditation committee as it meets. Not later than two weeks prior to such meeting, the Union will be notified in writing as to the time and place of meetings. The union will be fully involved in the accreditation process.

**Section 13. Compensation of FPS Union Officials.**

A. Should an FPS member serve in any capacity as a Union official, then such service should not negatively affect their pay nor their annual increase. Contributions shall be evaluated solely on the basis of academic contributions to DLIFLC.

B. If an FPS member is elected or appointed to a Union position with 100% official time, the following procedures shall be used to compute annual pay raises.

1. The annual salary for the official shall be multiplied by the percentage of the annual GS pay raise for that year.

2. The amount obtained in Section 13(a)(1) shall be subtracted from the amount obtained by

multiplying 6 points by the dollar value determined for one point for that year, for the union official's respective rank.

3. The remainder, if a positive number, obtained in Section 13(a)(2) shall be awarded to the Union officials in accordance with FPS merit pay regulations.

4. The Agency may increase but not decrease the number of points used in Section 13(a)(2) and Union officials will not receive a total award of more than an FPS member of their respective rank.

**Section 14. Excused Absence - Foreign Country Travel.** It is mutually agreed that periodic visits to foreign areas related to the language and culture they teach may enhance the professional capabilities and classroom performance of DLIFLC faculty members. Accordingly, such visits are encouraged by the Parties. In view of the potential benefits that may flow to the Employer by merit of such visits, a limited amount of excused absence may be retroactively authorized by management commensurate with actual benefits gained by the Employer, in conjunction with annual leave taken by the employee. Excused absence for this purpose will be limited to one trip each calendar year. Priority consideration will be given to interested employees who have not previously exercised this option. The following procedures will be used by employees desiring consideration for excused absence in connection with foreign country travel:

A. Early in the leave year and at least 45 days in advance, employees will submit their request for excused absence for foreign country travel through supervisory channels to the appropriate approving official. The request will be accompanied by proposed objectives to be accomplished during the travel with a statement of benefits that would accrue to DLIFLC. The proposal will be prepared in coordination with the department chairpersons.

B. Tentative approval will normally be granted, if all levels of supervision are in concurrence, the employee can be spared, DLIFLC will clearly be benefited, and the request does not exceed 40 hours in any calendar year. Requests exceeding 40 hours will be considered on a case-by-case basis.

C. Within one week of the employee's return, a trip report will be prepared and submitted through channels to the Dean along with a copy of the tentative approval. The trip report will detail how and to what extent the originally established objectives were met and the amount of time spent on achieving



the objectives. As soon as practicable, the employee will be informed of the amount of excused absence (if any) that will be authorized on a retroactive basis. It is understood that grants of such excused absence are discretionary with the Employer.

## **Article 18 – Police**

### **Section 1. Police Hours of Work.**

A. The Presidio of Monterey Police Department (POMPD) provides emergency services 24 hours a day, 7 days a week. Police officers will be scheduled a total of 80 hours as a minimum in a pay period. Shift assignments will ordinarily be implemented using the seniority sign up system annually. In the event of operational changes, a new seniority sign up list will be prepared. Once the seniority list is finalized the duty rosters will be posted, along with the seniority list, and circulated starting with the most senior Desk Sergeant and continuing to the last officer. The supervisors will serve at the discretion of the Deputy or Chief of Police.

B. Each individual, as they come up on the list of seniority, will have the opportunity to view the slots that are left and available to them on all shifts. Once the officers choose their shifts and days, they write their name in the slot next to their choice. Then that slot is no longer available to officers following them on the seniority list.

C. Shift signups will be yearly subject to 1(a) above, commencing the first week in November and going into effect the first pay period in January.

### **Section 2. Meals and Coffee Breaks.**

A. There will be two meal breaks and three coffee breaks authorized during each twelve hour shift, and one meal break and two coffee breaks authorized during each 8 hour shift.

B. Meal breaks will be twenty minutes in duration, coffee breaks will be fifteen minutes in duration. Both meal breaks and coffee breaks will be paid breaks and the officer will be available for dispatch in the case of an emergency or “hot” call. In the absence of such exigent circumstances, neither break will be interrupted if at all possible.

C. Breaks cannot be used in conjunction with each other nor “saved up.” In other words, an officer cannot go out on a coffee break, at the end of that coffee break call out on another, and then call out on a meal. Additionally, breaks cannot be carried over from one shift to another, and they cannot be used to

get off early. Each break must be a separate and distinct break with periods of work in between. All breaks must be requested and cleared through the dispatch center before being authorized to take one.

D. Meals can be picked up from off post; however, they must be consumed on post. Meals can be called in ahead of time and picked up, picked up in the drive-through, or picked up at local commercial establishments. Locations for purchasing meals will be restricted to the city of Marina (all), and the city of Seaside for OMC, Del Rey Oaks, the city of Pacific Grove and Monterey for POM.

**Section 3. Training.** Training courses are offered on a recurring basis throughout the year. Operational needs may require officers to attend specialized training. Management will consider any relevant course that an individual officer may wish to attend subject to budgetary considerations.

### **Section 4. Tenure.**

A. POMPD will use the date of hire as a Police Officer for establishing seniority in making shift assignments. This seniority listing will be used as the selection priority of schedules. The selection of schedule will be offered to those at the top of the list first and then work downward until complete. This list will also be used in reverse order when assigning personnel to shifts as required, i.e., moving an employee from one shift to another in the absence of volunteers and for assignment of regular days off (RDOs).

B. The service computation date will be used as the tie breaker for placement of personnel who have the same date of hire as a police officer in POMPD. For those personnel who have left and then returned, the most recent date of their return as a police officer will be their POMPD seniority date.

### **Section 5. Sick Leave.**

A. Emergency Sick Leave. The officer shall contact dispatch as soon as they realize they will not be present for duty; however, this will occur at least two hours prior to the beginning of the shift to request sick leave. Dispatch will notify the on duty Watch Commander, who will contact the oncoming Watch Commander. Contact of the dispatch does not constitute sick leave approval. The oncoming Watch Commander will contact the requesting officer to approve the leave in accordance with Article 10.

B. Sick leave requests for routine medical or dental appointments should be submitted as soon as the

police officer becomes aware of that appointment. Officers must on all occasions attempt to make their appointments on their RDO.

## **Article 19 – Travel/Temporary Duty (TDY)**

### **Section 1. General.**

A. The Parties recognize that employees may be required to perform travel away from their official duty station. Travel is defined as: local travel (normally a 50 mile radius or as defined by local policy) or, TDY, which is defined as a location outside the official duty station.

B. A travel order is required for all TDY travel, except when the employee does not stay overnight or does not use a common carrier or the travel does not exceed 12 hours. A travel order is necessary even if the employee will be a passenger and does not plan to claim any expenses. A travel order is not required for local travel. Reimbursement in accordance with the Joint Travel Regulation (JTR) for applicable, authorized TDY or local travel expenses, such as for per diem, mileage, tolls, or parking, may be claimed through the Defense Travel System (DTS).

### **Section 2. Government Travel Credit Cards.**

A. Bargaining unit employees who are frequent travelers are expected to use a Government Travel Charge Card (GTCC) for official travel expenses if they are otherwise eligible for a GTCC. GTCCs may only be used for authorized purchases and advances. Employees will be subject to disciplinary action for unauthorized use of the GTCC.

B. If the employee allows a credit history check, the results of the inquiry will not adversely affect the employee's performance evaluation or desirability for employment. Information obtained will be considered highly confidential and will be safeguarded from improper use. Access to information obtained will be limited to authorized individuals on a "need to know" basis. Employees have the option to decline a credit check, which will result in a lower credit limit on the GTCC.

### **Section 3. Reimbursement for Travel Expenses to TDY locations.**

A. In accordance with Public Law 104-134, the Agency will reimburse employees for travel expenses through electronic funds transfer (EFT). Employees must submit a travel claim (i.e., voucher) within five workdays after completion of the travel or every 30 days if the employee is on continuous travel status.

B. Credit card debts will be paid by split disbursement with the government forwarding the amount indicated by the employee on the claim form directly to the vendor. Incurred authorized charges will be paid to the GTCC vendor first. Any amount of reimbursement in excess of that paid to the GTCC will be remitted to the employee via electronic funds transfer. Employees will be responsible for paying all travel card charges not covered by the government's remittance to the vendor under the split disbursement process. The employee will report a lost or stolen GTCC within 24 hours. Employees will be responsible for those valid charges made before the card was reported lost or stolen.

C. Except in situations described in Section 1 of this Article, employees must have an approved travel order before incurring any travel expenses for travel to a TDY location.

D. Travel arrangements must be made in accordance with DOD Travel Regulations, including the use of specified agents or systems for airline and other travel reservations.

**Section 4. Scheduling Travel.** When feasible, employees' TDY travel is scheduled during their basic workweek. It is recognized that situations may develop when management requires the employee to travel away from his/her official duty station outside his/her regularly scheduled work hours. The parties recognize that not all time spent traveling is compensable. Travel may constitute hours of work for purposes of overtime/compensatory time for travel when:

A. It meets one of the conditions identified in Title 5 of the Code of Federal Regulations (C.F.R.) 550.112, or:

B. For a non-exempt employee, when it meets the conditions of 5 C.F.R. 551.422 implementing the Fair Labor Standards Act (FLSA).

**Section 5. Selection of Employees for TDY.** TDY opportunities will be made available on a fair and equitable basis to all employees who are qualified for the travel.

### **Section 6. Mode of Travel.**

A. Employees are expected to travel using the method of transportation that is most advantageous to the Government as determined by the Employer. When an employee does not travel by the method required by the Employer, any additional expenses will be borne by the employee.

B. Where mission requirements permit a choice of mode of travel, employees may exercise this choice, subject to supervisory approval. Where an employee exercises this option, it is understood that the JTR will limit reimbursement to the constructive cost of travel by the method directed and that excess travel time will be chargeable to annual leave, if appropriate.

C. Employees may request and be authorized to use privately owned vehicles (POV) for official travel. When the Employer determines that it is advantageous to the Government for the employee to use his/her POV, the employee will be compensated at the applicable mileage rate established by the General Services Administration (GSA). When the Employer determines that it is advantageous to the Government to use another method of transportation other than the employee's POV, and the employee elects to use a POV, reimbursement will be limited in accordance with applicable law, Government-wide rule or regulation and the DOD Joint Travel Regulation and leave must be charged for any duty hours missed as a result of travel by POV.

D. Employees may be authorized to use taxis, shuttle services, or other courtesy transportation for local and TDY travel in accordance with applicable law, Government-wide rule or regulation and the DOD Joint Travel Regulation. Reimbursement includes the usual fare for the TDY locality as determined by the DOD Joint Travel Regulation.

**Section 7. Emergencies while TDY.** When an employee becomes incapacitated by illness or injury, not due to the employee's own misconduct, which interrupts or discontinues his/her TDY travel assignment, the employee must notify his/her supervisor immediately and request approval for early return travel. The employer may provide transportation and authorize payment for travel to the extent possible under applicable laws and regulations.

**Section 8. Retention and Use of Promotional Items and Frequent Flyer Miles.** In accordance with Public Law 107-107 (the National Defense Authorization Act for Fiscal 2002, S. 1438), employees may retain and use promotional items, including frequent flyer miles earned on official Government travel.

## **Article 20 – Retirement**

**Section 1. Purpose.** This Article shall be administered in accordance with Title 5, Code of Federal Regulations, Part 831 and this Agreement.

Retirement information is provided thru the Army Benefits Center-Civilian (ABC-C) at [www.abc.army.mil](http://www.abc.army.mil) and the Civilian Personnel Advisory Center.

## **Section 2. Retirement.**

A. Retirement seminars. The Employer will provide a retirement planning program to be made available at least once per year. The retirement planning program shall include a pre-retirement training seminar as well as supplemental information materials and sources such as the OPM web site and retirement counseling. All employees in the bargaining unit shall be notified by the Employer that as a result of this Agreement, they are entitled to attend one (1) such retirement planning program on duty time. Employees who are within five years of retirement will receive priority consideration to attend the retirement seminar.

B. Voluntary or involuntary separation. Employees who separate voluntarily or involuntarily (except by retirement) will be informed by the Employer of their right to file for disability retirement, the possibility of applying for a discontinued service annuity, and eligibility for deferred annuity at age sixty-two (62), if they have had at least five (5) years of civilian service and have not withdrawn their retirement contributions.

C. Involuntary separation. Employees, who are involuntarily separated as a result of an inability to perform their assigned duties or misconduct which can be attributed to a disabling condition, will be notified by the Employer in the decision letter of their right to file for disability retirement within one (1) year after the date of separation.

D. Withdrawal. An employee may withdraw a voluntary retirement application at any time prior to its effective date, if the withdrawal is communicated to ABC-C and the Employer in writing. This withdrawal must be received by both prior to the Employer having made a commitment to fill the position of the retiring employee.

E. Thrift Savings Plan (TSP). The Employer will provide information and resources relating to TSP during new employee orientation sessions. Additional information concerning investing in TSP will be made available on the TSP website at [www.tsp.gov](http://www.tsp.gov).

## **Article 21 – Parking**

**Section 1. Parking.** The employer will make every effort to provide parking facilities for all employees. The Employer will assess no charges for parking

Management will ensure that all reserved parking spaces are in accordance with any Employer parking policy.

**Section 2. Consult with the Union.** The Employer agrees to consult with the Union on aspects of parking policy and parking utilization plans.

**Section 3. Disabled Employee Parking.** Marked accessible handicap spaces designated by a handicap logo may only be occupied by vehicles displaying a license plate, decal, or sign with a handicap logo. Disabled employees with appropriate vehicle markings may park in handicap spaces in any lot.

## Article 22 – Transit Subsidy

**Section 1. Overview.** The Employer will assist eligible employees located at the Presidio of Monterey in obtaining a Department of Transportation (DOT) transit subsidy. Employer responsibility is subject to the availability of funds and all applicable laws, rules and regulations, to include those pertaining to the Mass Transportation Benefit Program (“The Program”) administered by DOT, as well as adequate participation in the Program.

A. The Program is intended to reimburse personnel in their local commute via mass transportation for no more than the maximum amount set by DOT. Commuting costs that exceed the amount set by DOT are the commuters’ responsibility.

B. The Program is funded by DOT and authorized by Department of the Army. Should either or both Agencies discontinue or change the Program, the Employer will not be responsible for providing a transit subsidy to employees for mass transportation costs.

C. Routes and schedules are determined by local transit authority and can be changed only at transit authority discretion. Employer is in no way responsible for changes in mass transportation routes or schedules.

### Section 2. Applying for Transit Subsidy.

A. Employees who wish to apply for the DOT subsidy will submit their application through the Employer. The Employer will provide a Mass Transportation Benefit Program application form and process the completed form.

B. Employees who wish to change the amount of the transit subsidy that they receive will document the

change in their monthly commuting costs to the designated Installation coordinator. The Employer will provide a form for making this change.

C. The Employer will process employee requests to begin receiving a transit subsidy or change the amount of the subsidy within two pay periods of its receipt of the completed application form. Employees should receive notification that it has been approved during that period. Processing requires DOT action which may require additional time which is not the Employer’s responsibility. The Employer’s failure to notify employees within two pay periods shall not be deemed a breach of this agreement, and shall not constitute approval of the application.

## Article 23 – Health, Safety and Wellness

### Section 1. General.

A. The Union and the Employer agree that maintaining safe and healthful work environments is necessary for the accomplishment of the mission and contributes to a high quality of life for employees. The Employer will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 U.S.C. 668 et seq. (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 Code of Federal Regulations (C.F.R.) Part 1960, and other applicable safety and health regulations.

B. In circumstances where there is no legal/regulatory applicable safety or health standard, nationally recognized sources of health and safety criteria will be utilized. On a case-by-case basis, the Parties may adopt more stringent safety and health standards to address specific concerns. Such standards, if used, will be specifically identified by the Parties to this Agreement and documented by local policy or regulation.

C. The Employer will post the DD Form 2272 Department of Defense Safety and Occupational Health Protection Program, Occupational Safety and Health Act (OSHA) Poster 2219 and have copies of DA Form 4755 (Report of Unsafe or Unhealthy Working Conditions) available for employees.

D. The Employer shall publicize POM Regulation 385-1 on the Presidio of Monterey Intranet or make the regulation available to employees through their supervisor. The Employer will post links on the DLIFLC ([www.dliflc.edu](http://www.dliflc.edu)) and POM ([www.monterey.army.mil](http://www.monterey.army.mil)) web sites to allow employees access to Safety Meeting minutes.



E. Employees shall be free from restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition or for participating in Occupational Safety and Health Program activities or because of the exercise by an employee on behalf of him/herself or others of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 C.F.R. Part 1960, or any provision of this Agreement.

F. Nothing herein will prevent the Union from initiating additional negotiations to address Safety, Health, or Wellness Programs during the life of this Agreement for issues not covered herein.

## **Section 2. On-the-Job Injuries and Illness.**

A. Employees will immediately report all on-the-job injuries or illnesses to their supervisors. The Employer will assure that appropriate forms are completed (e.g. CA-1 and CA-2) and that the injured or ill employee is promptly advised to seek medical attention for initial diagnosis and treatment. Employees who have provided acceptable medical documentation due to an on the job injury or experience job related illness and who are unable to perform the full range of their regularly assigned duties, will be accommodated if possible. This section will be administered in accordance with appropriate laws, and government-wide regulations.

B. Employees may seek information regarding disability retirement from the CPAC or the Army Benefits Center - Civilian (ABC-C).

C. The Employer will take appropriate action to ensure that:

1. The employee has the opportunity to report to his or her physician for treatment, completion of necessary reports, etc.

2. Appropriate Employer personnel are promptly notified to ensure timely processing of necessary reports and employee claims. The Employer will assist employees in preparing necessary forms and documents for submission to the Office of Workers' Compensation Programs (OWCP). Employees will be informed of their rights under the Federal Employees' Compensation Act, as amended.

D. The Employer will make a diligent effort to assign available work for employees medically released to return to duty from sickness or injury with temporary duty limitations, as substantiated by a doctor's certificate. If limited duty is not available, the

employee will contact CPAC for guidance or options.

E. The Employer will institute an on-going effort to reduce injuries resulting from repetitive movement by:

1. Making training and information available to employees concerning how to reduce and eliminate the incidence of repetitive movement injuries.

2. Ensuring ergonomic considerations are integrated into the purchase of new furniture designed to reduce or prevent such injuries.

3. Facilitating the reporting of injuries caused by work-related repetitive movement.

4. Requesting Industrial Hygiene support to evaluate the effectiveness of Employer efforts.

**Section 3. Occupational Health.** The Employer will make every reasonable effort to provide access to the Army Industrial Hygiene Program DA PAM 40-503, which provides for:

A. Immunizations when conditions of employment expose employee to specific infections.

B. Voluntary health appraisals and screening programs for disease detection when resources permit.

C. Health education programs may be provided for employees as needed and identified by management.

## **Section 4. Safety and Occupational Health Advisory Council (SOHAC).**

A. The SOHAC will consist of representatives from garrison and tenant organizations. The Union may appoint one of their members to serve on the SOHAC.

B. The Union-appointed member will be given official time to prepare and participate in the council meetings.

C. The Installation Safety Officer will be a primary point of contact for all safety and/or health initiatives in the Agency involving bargaining unit employees.

D. The primary purpose of the SOHAC will be to discuss current safety and occupational health issues affecting the workforce and serves as an open forum for discussing accident trends, safety project status, traffic safety and recommendations to the Commanders' Safety Program. The functions of the council may include, but are not limited to:



1. Reviewing and making recommendations regarding the Installation's Safety Manual.

2. Facilitating the establishment and functioning of subordinate Safety Committees. Subcommittees established to work on issues concerning bargaining unit members should normally consist of an equal number of bargaining unit and management officials.

3. Making recommendations concerning Safety training to subcommittees of the SOHAC.

4. Assisting Safety Subcommittees in carrying out their duties.

5. Facilitating the implementation of new processes and procedures, as appropriate.

6. Coordinating cross-cutting issues and other relevant activities in accordance with 29 C.F.R. 1960.

7. Reviewing the handling of hazardous materials within the Agency and making recommendations as appropriate.

8. Working on other safety and health issues jointly submitted by the Union and Employer.

E. The SOHAC will meet at the Employer's facilities at least semi-annually or more frequently depending on circumstances. By mutual consent, the Committee may meet by means of video conferencing or teleconferencing. Additional meetings, as well as alternate meeting sites, may also be arranged by mutual agreement.

F. Union representatives will request and receive official time to attend SOHAC and subcommittee meetings and for other related, authorized activities. Mutually agreeable training will be provided by the Employer for Union-appointed members of the Committee. In accordance with 29 C.F.R. 1960.59 (b), the Employer will provide Union representatives occupational safety and health training, including both introductory and specialized courses and materials that will enable Union representatives to function appropriately in ensuring safe and healthful working conditions and practices in the workplace and enable them to effectively assist in conducting workplace safety and health inspections. All costs for travel and per diem for Union representatives will be paid as allowed by applicable law, rule, regulation, and the provisions of this Agreement.

G. The Union will have access to the Installation Safety web site which will have letters and other Agency-level communications to Employer facilities

on safety and health matters, DA form 285 ADR as well as all safety manuals and publications.

H. Union participation in Safety Committees is not to be construed as a waiver of the Union's right to collective bargaining.

## **Section 5. Personal Protective Equipment.**

A. Personal Protective Equipment (PPE), as required by appropriate Federal and/or state government (or its subdivisions) standards as identified in POM Regulation 385-1, to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided at no cost to employees required to wear PPE.

B. Assessments to determine the need for PPE will be conducted in each workplace by the Employer on a case-by-case basis.

C. When assessments determine that PPEs are appropriate, the Employer will give the Union notice and an opportunity to bargain over the types, sizes and/or styles of PPEs that will be made available to affected employees in order to maximize employee comfort and protection.

D. The Employer will furnish employees information on all newly required PPEs. The Employer will give the Union advance notice of any training it will provide. The Union will determine if it will make recommendations and/or bargain the proposed training.

E. Situations requiring employees to wear respirators for safety shall be subject to bargaining on a case-by-case basis and will include a process for fit testing.

## **Section 6. Alcoholism and Drug Abuse.**

Alcoholism and drug abuse are recognized by the Employer, the Union and medical and public health authorities as medical conditions that potentially impact workplace safety. The Employer and the Union agree to promote training programs designed to keep employees informed on the inherent dangers of alcohol and drug abuse. The Employee Assistance Program (EAP) is made available to all employees and posted on Employer bulletin boards. Employee participation in the EAP will be voluntary and confidential.

## **Section 7. Unsafe/Unhealthful Conditions.**

A. When the Employer becomes aware that a serious unsafe or unhealthful working condition exists in a particular office or building, the Employer will

consider allowing personnel affected to move to another work site. Individual employees physically affected by the unsafe or unhealthful working condition to the extent that they are unable to perform their normal duties may be granted annual or sick leave. When by OSHA standards, conditions are such as to actually prevent working, administrative excusal or alternative work options such as telework may be granted in accordance with laws, rules and regulations.

B. All employees have a responsibility to report an unsafe or unhealthy working condition.

C. When the Agency or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a work site, employees at that work site will be notified as soon as practicable so that precautionary steps can be taken.

D. The Employer shall post a notice of hazardous conditions discovered in work sites as required by applicable laws, rules, and regulations. The notice shall be posted, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful condition and any required precautions to the full extent required by applicable laws, rules, and regulations. Notices will be sent out via e-mail to all employees and the Union.

E. The Employer shall initiate abatement measures for any unsafe and unhealthful working condition as expeditiously as possible. Toward this end, any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe will be removed from service, locked-out, and/or tagged-out or rendered inoperative, as appropriate.

F. When an emergency situation occurs in a work site, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Employer shall take precautions to guarantee the safety and health of employees. The Union President will be notified as soon as possible regarding the emergency situation.

G. The Parties agree that the Union may assist the Employer in preparation of an abatement plan. The abatement plan will be prepared if the unsafe or unhealthy working condition is not remedied within thirty (30) calendar days. Such plan shall contain a proposed timetable for the abatement. The abatement plan will include a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working

conditions. A copy of the Risk Assessment Code (RAC) 1 and RAC 2 abatement plans affecting civilian employees will be provided to the Union.

H. If the abatement plan cannot be immediately implemented, the Employer shall inform affected employees of the interim measures that will be instituted for the protection of the employees and if the conditions cannot be immediately corrected, management may assign employees to an alternate work area, or may be excused without charge to leave until the condition is corrected.

I. Employees who work in isolated areas will have periodic checks made by the supervisor, other employees, or security personnel. No employee shall be allowed to work in confined or enclosed spaces without either mechanical or natural ventilation without having someone posted outside equipped with necessary protective equipment to affect a safe rescue.

J. Normally, except in emergency situations, the agency will provide bargaining unit employees with advance notice before applying insecticides, carpet glue, HVAC cleaning agents, paint, or other like construction or maintenance materials in enclosed spaces occupied by bargaining unit employees. Normally, except in emergency situations, the agency will try to apply such materials when bargaining unit employees are not in or near the affected enclosed spaces and are not expected to be in such spaces in accordance with applicable OSHA standards.

## **Section 8. Imminent Danger Situations.**

A. The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.

B. An employee may decline his or her assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

C. Employees will report imminently dangerous situations by the most expeditious means available to any supervisor or manager who is immediately available. An employee making imminent danger reports will be told by the Employer that the employee has the right to file a written report and/or

an oral report. Employees may also file a report of the situation with the Department of Labor and may request an inspection. Upon request, employees will be given guidance on how to file written reports and/or request an inspection.

D. Imminent danger situations will be reported to the Union as soon as practicable and a Union representative will be given an opportunity to be present during any inspection. Affected employees and the Union will be told when the imminent danger situation will be inspected and by whom. Inspections of imminent danger situations will occur within the time frame established by applicable regulations (currently twenty-four (24) conditions under 29 C.F.R. 1960.28 (d) (3)).

E. Employer determinations and actions on imminent danger reports will be put in writing to the reporting employee and the Union explaining the basis for the findings and actions within the time frame established by applicable regulations (currently within 15 days from the date the report was made to the Employer if no inspection is to be done or within 15 days after the completion of an inspection under 29 C.F.R. 1960.29(d) (4)).

F. If the conditions cannot be immediately corrected, employees will be assigned work in a safe and healthy area, or will be excused without charge to leave until the condition is corrected.

### **Section 9. Personal Security.**

A. Security alerts shall be issued timely to bargaining unit employees for incidents at or in parking areas in close proximity to the Employer's facilities (owned or leased) at which employees work that involve: (1) armed robberies (attempted or actual); (2) assaults (simple or aggravated); (3) murder (attempted or actual); (4) rape (attempted or actual); (5) shootings (attempted or actual); (6) vandalized or stolen automobiles; (7) abductions (attempted or actual); (8) car-jacking (attempted or actual.)

B. The Employer shall notify the Union President of any bomb threat received at or about any facility housing employees as soon as practicable, normally at the same time.

C. All telephones in offices will be labeled with appropriate emergency numbers.

**Section 10. Workplace Violence.** Violence constitutes a health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to employees. The

Parties agree to discuss workplace violence in the Labor Management Partnership Forum.

### **Section 11. Emergency Preparedness.**

A. Each post of duty for Employer employees shall have an emergency preparedness plan that establishes procedures for safeguarding lives in the event of fire, earthquake, bomb threat, tornado, flood, hurricane, terrorist attack, biological threat, chemical threat, hostage-taking, nuclear explosions and radiological contamination, or similar natural or man-made emergency. The Emergency Management Plan shall be provided to the Union, and, at a minimum and consistent with security requirements, include:

1. The same level of protection to employees with special needs as all other employees by addressing the concerns of employees who may need assistance during an emergency.

2. The recruitment and training of a cadre of volunteer employees to assist with other duties during an emergency.

3. Shelter-In-Place (SIP) protocols.

4. Ensuring emergency preparedness kits are available on each floor of each building.

B. The Employer shall keep employees current on the contents of the emergency preparedness plan.

C. The Employer shall make reasonable efforts to assure that each work site has adequate personnel, including volunteer employees, available to administer cardiopulmonary resuscitation (CPR). The Employer will provide CPR shields and masks for employees administering CPR. Training for CPR certification and/or recertification will be at no cost to employees.

D. The Employer shall ensure that there is an emergency notification system at work site that allows immediate notification of employees by loudspeaker.

### **Section 12. Hazardous Materials.**

A. The Employer will maintain a current list of all hazardous materials in each location and will maintain paper copies of current Material Safety Data Sheets (MSDS) in each workplace where such materials are used or stored.

B. All chemicals and hazardous materials purchased shall require MSDS with the purchase.

C. All employees exposed to hazardous chemicals and materials at work will be informed of their exposure to each hazard, the amount of exposure, the level of safe exposure (if there is a standard), and the risks associated with the hazardous chemicals and materials to which they were exposed.

**Section 13. Asbestos.** A copy of the current Asbestos Management Plan as well as any future revisions will be provided to the Union.

**Section 14. Indoor Air Quality.**

A. The Employer shall provide safe and healthful indoor air quality work environment that is in conformance with laws, guidelines, regulations, and/or policies issued by Federal regulatory agencies such as OSHA and EPA.

B. On-site investigations/inspections will be conducted when a problem concerning indoor air quality or building related illness is formally brought to the Employer's attention.

C. The indoor temperature in offices shall be set in accordance with AR 420-1.

D. The Employer shall eliminate and/or control all known and potential sources of mold.

**Section 15. Renovation and Construction.** Wherever the Employer decides to alter the physical work site of employees represented by the Union, the Union will be notified in advance in accordance with Article 34, Mid-term Bargaining. In addition to the requirements negotiated in mid-term agreements, the Employer shall:

A. Isolate areas of significant renovation, painting, carpet laying, etc., from occupied areas that are not under construction.

B. Perform this work during evenings and weekends where practicable.

C. Supply adequate ventilation during and after completion of work to assist in dilution of contaminant levels.

**Section 16. Wellness Program.**

A. Employee wellness and the investment in programs to maintain employee health, contribute directly to sustained productivity and reduction of lost employee time due to illness. Therefore, the Employer will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and

management, nutritional counseling, smoking cessation, prevention of injuries, health screenings, and exercise within resources.

B. The Union will be a member of the Community Health Promotion Council. The Committee will survey the health and fitness resources currently available to employees, survey employees on their preferences when resources are available, design additional health and fitness offerings to employees, and design and implement a marketing strategy to employees to publicize health and fitness resources and events.

**Article 24 – Equal Employment Opportunity**

**Section 1. Policy.** The Employer and the Union affirm their commitment to the policy of providing equal employment opportunity (EEO) to all employees and to prohibit discrimination on the bases of race, color, religion, sex, age, national origin, or disability. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status and/or political affiliation as well as to the policy of prohibiting retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all other laws and regulations related to unlawful discrimination.

**Section 2. Equal Employment Opportunity Program.**

A. The Employer's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the Employer's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The Employer will have a positive, ongoing and results-oriented program of affirmative action and will ensure that all managers and employees are trained accordingly. In addition to required mandatory training, additional training is available upon request from the Presidio of Monterey (POM) EEO Office. The training will be designed:

1. To identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, color, religion, sex, sexual harassment, national origin, age, physical or mental disabilities and/or marital or parental status; and

2. Ensure that unlawful discrimination in the workplace is promptly addressed and corrected.



B. Consistent with EEO regulations as administered by the POM EEO Office, the EEO program shall include, but not be limited to:

1. Providing prompt, fair, and impartial processing of complaints at the counseling and complaint stages, and expeditious adjudication of complaints of discrimination filed through the EEO administrative complaint process or the negotiated grievance procedure.

2. Reviewing, evaluating, and training managerial and supervisory personnel to ensure enforcement and implementation of the equal employment policy and program;

3. Maintaining a system for periodically evaluating the effective of the Agency's overall EEO effort;

4. Adhering to the POM EEO Alternate Dispute Resolution (ADR) program which must be available for both the pre-complaint process and the formal complaint process.

### **Section 3. Discrimination Complaints.**

A. An employee who believes he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, or reprisal for engaging in EEO activity may file an EEO complaint through the POM EEO office or grievance pursuant to this Article. The employee must contact an EEO counselor within 45 calendar days of the date of the alleged discrimination. A grievance must be filed within 15 working days as stated in Article 33, Negotiated Grievance Procedures. Consistent with 29 C.F.R. 1614, a formal EEO complaint must be filed within 15 calendar days of receipt of the notice of right to file from the EEO counselor. An employee can elect to file a grievance with the Union or pursue a formal EEO complaint, but not both.

B. The Union may file a group grievance on behalf of employees who allege they have been or are being adversely affected by a personnel management policy or practice that discriminates against the group on the basis of their race, color, religion, sex, national origin, age, disability, or EEO activity. The Union must file the grievance within 15 working days, as stated in Article 33, Grievance Procedures. A grievance concerning a continuing practice or condition, including matters involving discrimination, may be presented at any time, as stated in Article 33.

C. An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of the complaint process

under the EEO administrative complaint process or negotiated procedures. The employee will designate his/her personal representative in writing.

D. If a change in working conditions arises as a result of an EEO settlement, the Employer will notify the Union and will bargain upon the Union's request in accordance with Article 34, Mid-Term Bargaining.

### **Section 4. EEO Complaint Election.**

A. Employees with complaints of discrimination on the basis of race, color, religion, sex, national origin, age, disability, or previous EEO activity may elect to have their complaints resolved by using either the negotiated grievance procedure as provided in this Agreement or the statutory complaint process, but not both.

B. Consistent with Article 32, an employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first. A discussion with an EEO Counselor in no way precludes the filing of a grievance that is otherwise timely.

C. At the conclusion of the informal interview process, the EEO counselor shall inform employees in writing of their right to file a grievance, or EEO complaint, or an appeal to MSPB (where applicable) with a written description of the procedures and the time limits for each option. EEO counselors will provide an employee with a written description of the procedures for each of the above.

### **Section 5. Participation in EEO and Affirmative Employment Plans.**

A. The establishment and implementation of EEO Affirmative Employment Plans and related plans is a fundamental Agency objective.

B. The Employer will continue to provide overall management support and budgetary planning to achieve affirmative action objectives and to establish and to maintain effective EEO programs that cover all aspects of equal employment opportunity, as outlined in 29 C.F.R. 1614.102 and EEOC Management Directive 715 (MD-715).

C. EEO Committee. It is agreed that if there is a POM EEO Committee the Union may appoint one of their members to serve on the Committee. The Union representative will actively participate in the



deliberations of the Committee and will forward positive suggestions for improvement of the EEO Program.

#### **Section 6. Information and Data.**

A. The Employer shall make available to employees written information describing the Agency's EEO programs, the Affirmative Employment Plan, and the EEO complaint process.

B. The Union, upon written request, will be given a reasonable opportunity to provide written comments on the annual EEO Affirmative Action Plan prior to its finalization. Following implementation, the Union will support Management's efforts in administering the Plan. Written comments normally can be provided during the month of October.

#### **Section 7. Collateral EEO Counselors.**

A. Names, telephone numbers and locations of EEO counselors, an EEO Complaints Process chart, and the Employer's EEO policy statement will be posted on official bulletin boards in locations frequented by bargaining unit employees (e.g., break room or cafeteria). This information will also be available on the Employer's intranet or website.

B. The Employer will ensure full cooperation of all DLIFLC and POM personnel with EEO Counselors and EEO personnel in the processing of complaints at all stages of the EEO complaint process or grievance process, as applicable, under this Agreement.

C. EEO Counselors shall be guided in their duties in accordance with 29 C.F.R. 1614.105 and applicable Agency policies, rules and regulations. Employees are encouraged to contact the POM EEO Office with concerns or questions regarding the EEO process.

D. As the need for additional counselors arises, the Union may submit nominations of candidates to be considered as EEO Counselors with a copy of such nominations sent to the supervisor of the person being nominated.

#### **Section 8. Accommodation of Individuals with Disabilities.**

A. Under Executive Order 13164, "Requiring Federal Agencies to Establish Procedures to Facilitate the Provision of Reasonable Accommodation" ([acpol.army.mil/library](http://acpol.army.mil/library)) a "qualified" disabled employee is entitled to reasonable accommodation. "Qualified individual with a disability" means, with respect to

employment, a person with one or more impairment(s) who, with or without reasonable accommodation, can perform the essential functions of the position in question, without endangering the health and safety of him/herself or others and who:

1. Meet the experience and/or education requirements (which may include passing a written test) of the position in question; or

2. Meet the criteria for appointment under one of the special appointment authorities for persons with disabilities.

B. An employee seeking reasonable accommodation should submit their written request accompanied with supporting medical documentation to their immediate supervisor. The Employer will respond to an employee's request for reasonable accommodation within 30 business days of receiving the request. If additional time is necessary to respond to the request, the reason(s) for the delay and the approximate time frame for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing.

C. The Employer agrees to consider reasonable accommodations for qualified disabled individuals, for example: modifying work schedules; acquiring or modifying equipment or devices; varying work hours in accordance with Article 8, Hours of Work; and reassigning or transferring employees to another position.

D. The Parties agree that in many cases, changes in the work environment and accommodations enable persons with qualified disabilities to more effectively perform their job duties.

E. Pregnancy or Temporary Disabilities. In certain limited circumstances, a pregnant or temporarily disabled employee who is experiencing substantial complications that limit one or more major life activities may be considered disabled under the American with Disabilities Act (ADA) and entitled to accommodations.

#### **Section 9. Sexual Harassment.**

A. Sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and adversely affects an employee's performance or job opportunities. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. The Employer will provide all bargaining unit employees a

work atmosphere free from sexual harassment and make employees aware of the Employer's sexual harassment policy.

B. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for career or employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

C. Allegations of harassment will be taken seriously and investigated promptly. Individuals are encouraged to contact their supervisor to resolve issues of harassment at the lowest level or to contact the EEO Office.

#### **Section 10. Information and Notice to Union and Employees.**

A. Upon request, the Employer will provide the Union copies of regulations in their possession that describe the discrimination complaints process and statistical reports concerning discrimination complaints filed by bargaining unit employees.

B. If an employee elects to use the grievance procedure with Union representation, instead of the statutory procedure for filing a discrimination complaint, the Union and Management shall have the right to discovery, as described in EEOC regulations. Provisions of any information under this Article does not impact any rights the Union may have under 5 USC 7114(b) and the Freedom of Information Act.

C. The Union will be notified of and provided with an opportunity to be present in any formal discussion affecting the terms and conditions of employment at such time in the processing of any EEO Complaint as required by law. The Employer will notify the Union designee as far in advance of the formal discussion as possible under the circumstances and inform him/her of the nature of the original complaint; e.g., age discrimination. The Union representative will be acknowledged at the start of the formal discussion and will be given an opportunity to participate, which includes the opportunity to speak, comment, and

make statements.

## **Article 25 – Position Classification**

**Section 1. Purpose.** This Article covers changes to position descriptions, rights of affected bargaining unit employees, and responsibilities of the Employer as it pertains to position classification. This Article applies only to GS and WG employees.

### **Section 2. Position Descriptions.**

A. All employees are entitled to a complete and accurate written position description, which states the major and grade controlling duties, responsibilities, and supervisory relationships of the position. This will be provided to the employee at the time of assignment and upon request. Position descriptions will be classified in accordance with OPM and Agency regulations.

B. Position descriptions currently assigned to bargaining unit positions will be provided to the Union, upon request.

C. Whenever an existing position description is amended or new descriptions for employees are developed, the Employer will provide copies of the amended or new descriptions to the Union and employee whose position is being amended or changed within 4 weeks of the proposed implementation.

D. The phrase "other duties as assigned" refers to duties related to the job that do not affect the position's title, series and grade. Assigning work not described in the position description is permitted on a temporary basis to meet short-term mission requirements.

E. If an employee has a question concerning his/her classification or position description, he/she may discuss his/her position description with his/her supervisor. If the employee wishes to pursue the matter further, he/she may request a desk audit as provided for in Section 3 of this Article, or file a classification appeal in accordance with Section 6 of this Article and 5 C.F.R. Part 511, Subpart F. Prior discussion with the Employer is not required before an employee either requests a desk audit or classification appeal.

F. The Union may encourage employees to periodically review their position descriptions and report significant changes to their immediate supervisors, and request immediate action. Unresolved disputes may be grieved through the negotiated grievance procedures. The Employer will

provide copies of bargaining unit employee job descriptions to the Union upon request.

G. All bargaining unit positions will be determined to be "exempt" or "non-exempt" under the Fair Labor Standards Act (FLSA) at the time the position is classified. When classification actions are performed and results in a change to the FLSA determination, the changed FLSA determination for the affected employees will be made available to the employees and the Union within 15 days of the classification determination.

### **Section 3. Desk Audits.**

A. Employees may request a desk audit by notifying their supervisor in writing. The Union may also request an audit. Upon such notification, the Employer will acknowledge receipt of the request within 15 days.

B. The Employer will provide timely notice to an employee who is the subject of a desk audit and will use good faith efforts to provide advance notice of the desk audit to the Union. Notices will identify the employee(s), position, the reason the audit is being conducted, and propose a time for the audit.

C. Removal of duties will not take place while a desk audit is in process for the sole purpose of avoiding reclassification of the position.

D. During an audit, the employee and the Union representative may discuss the audit with the employee's supervisor and other involved Employer officials (e.g., Human Resources staff). Upon completion of the audit, the Employer shall discuss the findings with the employee and the representative.

E. As appropriate, a portion of the desk audit will be performed at the employee's workstation.

F. When a desk audit is conducted it will normally be completed within 45 days of the Union or employee request. The Employer may extend this time frame by notifying the requester.

### **Section 4. New Classifications.**

A. Classification decisions rendered by the Agency or OPM that have the effect of establishing a higher grade level that did not exist previously within an occupation affecting bargaining unit employees, will be forwarded by the Employer to the Union with the basis for that decision.

B. A promotion resulting from the application of a new classification standard or correction of a classification error will normally be effective no later than the beginning of the second pay period following a management decision to promote the incumbent(s), if he or she meets any applicable qualification, performance, or other requirements for the position in question.

### **Section 5. Downgrades.**

A. An employee whose position is reclassified to a lower grade, which is based in whole or in part on a classification decision, is entitled to a prompt written notice from the Employer. This notice will be issued to affected employees within 14 calendar days of the final determination. This includes employees who are eligible for retained grade or pay. The notice will explain:

1. The reasons for the reclassification action;

2. The employee's right to appeal the classification decision to the Agency (if the Agency has an established appeals system and it has the authority to review the classification decision), or to OPM as provided by regulations, if such appeal has not already been made;

3. The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 C.F.R. 511.703; and

4. Any other appeal rights in accordance with OPM regulations and/or grievance rights under this Agreement.

B. For a downgraded position, the employee's pay and grade will be maintained in accordance with law and regulations.

C. Employees who have been downgraded as a result of a classification action while serving under a career or career-conditional appointment shall be entitled to a priority placement equal to the grade that the employee held prior to that position being downgraded, as long as the employee qualifies for that position.

D. The impact of any notice of downgrading will be negotiated with the Union prior to implementation, in accordance with Article 34, Mid-Term Bargaining.

### **Section 6. Classification Appeals.**

A. Employees may appeal classification decisions that result in a reduction in their grade or pay through

Article 33, Grievance Procedures, or through the administrative process provided for under 5 C.F.R. 511.101 et seq. Other classification disputes concerning the establishment or change the title, series, grade, or pay system of a position will be processed under 5 C.F.R. Part 511, Subpart F.

B. Employees or their designated representative may file an appeal with OPM to challenge either the appropriateness of the occupational series or grade of the employee's position or the inclusion under or exclusion of their position from chapter 51 of Title 5 U.S.C. by either the Agency or OPM. However, employees who suffer reductions in grade or pay in part or wholly because of reclassification may opt to resolve disputed classification issues through Article 33, Grievance Procedures.

C. Classification appeals will be processed in accordance with 5 C.F.R. Part 511, Subpart F, for General Schedule employees; 5 C.F.R. Part 532, Subpart G, for Federal Wage System employees; applicable Agency rules; and the provisions of this Agreement, as appropriate. The Employer will provide employees and their designated representatives with copies of procedures for filing classification appeals through the Employer and OPM channels upon request. Employees who do not wish Union representation will be informed by the Employer of employees' grievance or appeal rights, as appropriate.

## **Article 26 – Employee Assistance Program**

**Section 1. Policy.** The Employer has established an Employee Assistance Program (EAP) and this service is available to all employees at no cost. EAP is a voluntary, confidential, professional resource that is provided by the Employer. EAP, with a staff of counselors, psychologists, attorneys and other helping professionals, can help employees and their family members resolve personal problems. Therefore, it is the policy of the Employer and the Union to encourage troubled employees whose performance and conduct are adversely affected to seek counseling assistance or medical treatment.

### **Section 2. Employee Assistance Program (EAP).**

A. The EAP services provided by the Employer will consist of the following:

1. Confidential, free, short-term counseling to identify and assess problem(s) and help employees in problem solving.

2. Referral, where appropriate, to a community service or professional resource that provides treatment and/or rehabilitation.

B. Supervisors may encourage the use of the EAP to employees who are experiencing situations that have adversely affected an employee's performance and conduct. Use of such assistance is intended to be helpful rather than disciplinary in nature.

C. The Employer will publicize and post information regarding the EAP in those areas that are frequented by employees such as break and lunchrooms, bulletin boards, etc.

**Section 3. Voluntary Participation and Employee Responsibility.** Prior to leaving the work place to meet with an EAP counselor, the employee must inform his or her supervisor and make appropriate arrangements for the absence. Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours or request leave in accordance with Article 10, Leave, of this Agreement for appointments during duty hours.

### **Section 4. Confidentiality of the Program.**

A. The Parties recognize that all confidential information and records concerning an employee's counseling and treatment through the EAP will be maintained in accordance with the Privacy Act of 1974 (5 U.S.C. 552a).

B. Without an employee's specific written consent, the Employer may not obtain information about the substance of the employee's involvement with the EAP. The EAP staff will provide the employee with a written notice concerning the confidential nature of EAP records along with the conditions where information discusses in counseling may be disclosed.

### **Section 5. Confidentiality and its relationship to Unacceptable Performance, Disciplinary and Adverse Action.**

A. Any information obtained from the EAP with the employee's authorization may not serve as the basis for disciplinary or adverse actions unless required to enforce the law or terms of last chance agreements; see Article 31, Disciplinary and Adverse Actions.

B. If an employee receives a proposed disciplinary or adverse action, and the employee notifies the Employer for the first time that:



1. The employee has a substance abuse problem that significantly contributed to the misconduct; and

2. The employee is seeking the services of the EAP; management will consider placing the proposed action in abeyance while the employee undergoes treatment under terms and conditions agreed to by the employee. This provision applies in the first instance of substance abuse and does not apply if severe, egregious or criminal misconduct is involved.

C. If a decision is made by the Employer to hold an action in abeyance in accordance with (b)5Section above, and there are no further instances of related performance or conduct problems at the end of the specified period, the Employer will consider rescinding and closing the pending action.

D. Should the employee violate any terms of the agreed upon conditions or be involved in additional misconduct during the abeyance period, the proposed action will continue to be processed in accordance with the procedures outlined in 5 C.F.R. 752 and Article 31, Disciplinary and Adverse Actions, of this Agreement.

## **Article 27 – Hardship Reassignment**

**Section 1. Hardship Reassignment.** The Employer and the Union recognize that there are situations that arise where a personal hardship exists that could be alleviated if the employee relocated to another duty location at no cost to the government. The Employer may change the duty location of an employee demonstrating a significant hardship that can be relieved by relocation, if there is a vacant position which the Employer intends to fill in the employee's current job series and the employee meets the position and skill requirements. Examples of hardship situations or circumstances may include, but not be limited to:

A. The employee or employee's immediate family require specialized treatment and are experiencing a significant hardship as a result. "Immediate family" is defined under Article 10, Leave, for the Family Medical Leave Act. If the hardship is medical in nature, the hardship must be serious, affecting major life functions and not treatable in the employee's current location.

B. Employment-related situations that constitute a hardship situation include any spouse, or domestic partner being transferred to another geographic location. Employment-related situations may include promotions, transfers, or the receipt of military orders, to name but a few.

C. Access to a hospital that specializes in treatment of a specific life threatening disease or condition would qualify as a hardship, even though there is a general care hospital in the employee's current location.

D. Access to special educational facilities such as schools for hearing or visually impaired would be considered a significant hardship if there is no equivalent facility in the employee's present location.

### **Section 2. Documentation of Hardship.**

A. The employee must complete a memorandum through his/her chain of command to the head of the organization which explains the hardship and provide verifiable documentation justifying the hardship request (e.g. physician's letter, letter from the spouse, domestic partner, letter from spouse's employer, and/or letter from special education facility, etc.).

B. The documentation must contain an explanation as to why the move has to be to the location identified, or to a nearby location, where the hardship could be mitigated. When more than one duty location is available, the employee will specify on the memorandum, the order of preference for a reassignment.

### **Section 3. Processing the Hardship Reassignment Request.**

A. The chain of command will process the hardship memorandum expeditiously to arrive at the head of the organization within 30 days.

B. The head of the organization will respond within 15 days upon receipt of the request.

C. Upon approval, the gaining activity will be responsible for finalizing the request (e.g., Request for Personnel Action, SF-52, notification to employee).

D. The Employer agrees that cases where the decision to effect a hardship reassignment is based upon an employee's application against a vacancy announcement and the position provides for relocation funds, the employee will not be denied relocation funds based upon the hardship reassignment.

### **Section 4. Voluntary Change to Lower Grade.**

A. The Civilian Personnel Advisory Center will obtain a signed statement from the employee



acknowledging the agreement.

B. Every reasonable effort will be made to reassign the employee to the same grade, series and rate of pay that the employee holds upon approval of the hardship reassignment. In the event a like position at the same grade is not available, and the employee agrees to accept a voluntary change to lower grade, the employee's pay will be set using the highest previous rate rule as outlined in 5 C.F.R. 531 Subpart B.

C. The Employer has determined that employees who accept a voluntary change to lower grade in order to receive a hardship reassignment will be assigned work commensurate with their grade level in the new position.

### **Section 5. Declination of an Offered Position.**

A. An employee is not required to accept a position in a different series and a declination of such an offer will have no impact on the employee's entitlement under this Agreement.

B. If an employee declines an offer of a position at the desired location in the same series and grade, the employee's request for hardship reassignment will be closed without further action.

## **Article 28 – Termination or Separation of Temporary Employees**

**Section 1. General.** A temporary appointment is for a specified period not to exceed 1 year. The appointment may be extended up to a maximum of 1 additional year (24 months of total service).

**Section 2. Advanced Notice—Lack of Work.** Temporary employees who are terminated or separated because of lack of work or funding will receive as much advance notice as possible but no less than 7 days.

**Section 3. Advanced Notice—For Cause.** When a temporary employee is terminated or separated for cause, he or she will be given 7 days advance notice and may grieve the action through the negotiated grievance procedure.

## **Article 29 – Medical Determinations**

**Section 1. Purpose.** Any requirement for an employee to undergo a fitness for duty examination or provide the Employer with medical documentation to support an absence of leave or a request for a

work place accommodation will be requested and obtained in accordance with 5 C.F.R. 339.

**Section 2. Definitions.** For purposes of this Article, the following definitions apply:

A. *Accommodation* is reasonable accommodation as outlined in 29 C.F.R. 1613.704.

B. *Medical condition* is a health impairment which results from injury or disease, including psychiatric disease.

C. *Medical documentation* or *documentation of a medical condition* is a statement from a licensed physician or other appropriate practitioner who provides information the Employer considers necessary to enable it to make an employment decision. To be acceptable, the diagnosis or clinical impression must be justified according to established diagnostic criteria and the conclusions and recommendations must not be inconsistent with generally accepted professional standards. The determination that the diagnosis meets these criteria is made by or in coordination with a physician, or if appropriate, a practitioner of the same discipline as the one who issued the statement.

D. *Medical standard* is a written description of the medical requirements for a particular occupation based on a determination that a certain level of fitness of health status is required for successful performance.

E. *Physician* is a licensed Doctor of Medicine or Doctor of Osteopathy, or a physician who is serving on active duty in the uniformed service to conduct examinations.

F. *Practitioner* is a person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a State to provide the service in question.

**Section 3. Exclusion.** The Parties agree that for short-term absences for purposes of attending to routine medical or dental appointments or medical absences of three (3) days or less, an employee will generally not be required to furnish medical documentation pursuant to 5 C.F.R. 339 and the terms of Article 10, Leave, of this Agreement.

**Section 4. Ordered Medical Examinations.** All medical examinations ordered or offered pursuant to this Article shall be at no cost to the employee and performed on duty time at no charge to leave.

**Section 5. Union Representation.** After initial hire, if there are any formal discussions with any management official regarding a fitness for duty medical determination, the employee shall be entitled to Union representation. Prior to any discussion, the employee shall be notified of this right, given an opportunity to contact and discuss the matter with the Union representative, and be permitted the right of representation in such discussion.

**Section 6. Conditions requiring Fitness for Duty Examinations.**

A. The Employer may direct an employee to undergo a fitness for duty examination only under those conditions authorized by this Article or in accordance with 5 C.F.R. 339.301, Subpart C.

B. The Employer may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation when the Employer has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his or her condition.

C. When the Employer directs a medical examination under the provisions of prevailing regulations and this Article, it shall inform the employee in writing of its reasons for directing the examination and the consequences of failure to cooperate. The Employer shall designate the examining physician and shall offer the employee the opportunity to submit medical documentation to the designated Agency examining physician from his or her personal physician for review.

**Section 7. Conditions when Fitness for Duty examinations may be offered.**

A. The Employer may offer a medical examination when an individual has made a request for reasonable accommodation for medical reasons for a change in duty status, assignment, or working conditions or any other benefit.

B. When the Employer offers a medical examination under the provisions of prevailing regulations and the procedures set forth in this Article, Section 6C shall apply.

**Section 8. Medical Documentation.**

A. Any medical documentation requested by the Employer in order to make an informed management decision regarding an employee's performance,

conduct or ability to remain in a position because of medical reasons, will be consistent as outlined in 5 C.F.R. 339.104(a) through (g), Subpart A, as applicable.

B. The Employer agrees that all medical information or documentation furnished by the employee to the Agency will be subject to the Privacy Act of 1974 (5 U.S.C. 552a) and disclosure will only be made to those individuals who have a need to know in order to make informed management decisions regarding the employee's performance, conduct or request for an accommodation.

C. The employee will provide a signed release, which will accompany all medical documentation. The release will identify who is authorized to review the medical documentation and for what purpose. Should further release be required, the Employer will inform the Union and the employee of the necessity for the release and secure written consent from the employee.

D. Any medical documentation that is provided to the Employer by an employee will be secured in a container that is only accessible to those officials who have authorization to review the documentation.

**Section 9. Inability to Perform Assigned Duties.**

A. If the Employer determines as a result of a fitness for duty examination or review of medical documentation that an employee is unable to perform his or her assigned duties as a result of a medical situation, the Employer agrees to make a reasonable effort to reassign the employee to another position at the same grade for which the employee qualifies and can perform.

B. In the event a position at the same grade is not available, the Employer will determine if other positions exist at a lower grade for which the employee qualifies and can perform the essential functions of the position. If a position exists, the employee will be notified of the availability of the position and given the opportunity to accept the position through a voluntary change to lower grade.

C. In the event a position cannot be located for the employee, the Employer will notify the employee of his/her right to apply for disability retirement prior to initiating any personnel actions against the employee.

**Article 30 – Reduction In Force**

**Section 1. General.** A reduction in force (RIF) will comply with all government-wide regulations in effect

as of the effective date of this Agreement, and the provisions of this Agreement.

## **Section 2. Avoidance of RIF.**

A. To the extent that is practicable and not prohibited by law, and without interfering with the accomplishment of each organization's mission, the Employer will resort to a RIF only after all other reasonable means of managing the cause for considering a RIF have been exhausted.

B. To minimize the adverse impact on employees, the Employer shall, whenever possible, accomplish the goals otherwise achieved by a RIF through attrition and cost reduction efforts before abolishing positions.

C. A copy of any cost study obtained by the Employer associated with a RIF, will be provided to the Union and the Union shall be given an opportunity to provide comments at least 30 calendar days before the RIF is announced.

**Section 3. Information to be provided to the Union.** The Employer will notify the Union of any reduction in force as far in advance of notification to affected employees as is possible. The information to be provided to the Union will include:

A. The specific reasons why the Employer considers a RIF to be necessary;

B. The competitive area in which the RIF will be conducted;

C. The competitive levels to be initially affected;

D. The number and work location of employees involved;

E. The retention registers that were created for the RIF;

F. The proposed effective date; and

G. All actions considered, adopted, or rejected by the Employer before deciding to conduct a RIF, and the reasons for the adoption or rejection.

## **Section 4. Information Provided to Employees.**

A. Pre-RIF activities. If early retirement or buy-out opportunities are offered to employees prior to the issuance of RIF notices, the Employer will provide a briefing(s) for employees. Eligibility requirements, and the application processes will be explained. The

effects of a buyout or early retirement on severance pay, reemployment, and continued health insurance coverage will be presented. A representative of the Employer will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via e-mail to all employees who were invited to the briefing. In addition, the Employer will designate someone who will receive and respond to additional employee questions. A representative of the Union will be invited to attend these briefings, and will be given the opportunity to speak with the employees.

B. Actions during RIF. The Employer will provide a briefing(s) for the affected employees to explain the RIF process within five (5) days of when specific RIF notices are distributed. The Employer will explain how RIF retention is determined, the scope of the particular reduction in force, employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF. A representative of the Employer will take employee questions and attempt to provide immediate answers. If immediate answers cannot be provided, then answers to those questions will be distributed via e-mail to all employees who were invited to the briefing. In addition, the Employer will identify a point of contact who will receive and respond to additional employee questions.

## **Section 5. Employee Personnel Records.**

A. Employee Verification. As far in advance as possible of an anticipated RIF, the Employer will notify employees of the process and the requirement to review their Official Personal File (OPF). This notice will advise employees to check that their records are up to date concerning:

1. Veterans preference.

2. Three most recent performance ratings of record received during the previous four-year period.

3. All periods of federal civilian and military service.

4. Completed training.

5. Current licenses and certifications.

6. Updated Resume.

B. The employee will ensure that these records are complete and accurate. The Employer will expeditiously resolve any discrepancies raised by the

employee.

## **Section 6. Use of Vacant Positions.**

A. Filling Vacancies. In order to minimize displacement actions that would result from a reduction in force, the Employer will search for vacancies and offer lateral assignments to vacant positions. The Employer will give first consideration to employees who would otherwise be released from their competitive level.

B. Restricting Outside Hiring. The Employer will not fill any vacant position in the bargaining unit through outside hiring or through promotion as long as there are employees facing separation in the RIF who are both qualified and available to fill that position.

C. Waiving Qualifications. The Employer agrees to exercise all discretion granted by law and regulation to waive non-mandatory qualifications in order to place employees who are affected by the RIF in continuing positions.

## **Section 7. Services to employees released in a RIF.**

### **A. Placement Offers.**

1. The Employer shall provide employees with all placement opportunities available under law and regulation.

2. Employees who receive job offers will have a minimum of not less than one week for a local position, and 30 days for a position requiring relocation, to respond as to whether they will accept or decline the offer.

3. Relocation of employees, occurring as a result of any action under the RIF, may be provided with relocation time (administrative leave or excused absence), reimbursement, and all other benefits provided by law, rule, regulation and/or which are within the discretion of the Agency.

4. Employees reassigned to a different commuting area who relocate will be allowed up to 60 calendar days as necessary, to complete the move and report to work containing activity.

5. The Employer will notify employees of the services available under its Priority Placement Program (PPP) and how to apply.

6. The Employer will notify employees of the services available from other agencies under the

Interagency Career Transition Assistance Plan (ICTAP) and how to obtain them.

B. Unemployment Compensation. The Employer will notify employees of the appropriate Unemployment Insurance Agency to file a claim.

C. Severance Pay. The Employer will notify all employees who are separated in a RIF of their rights if any, to receive severance pay under law and regulation. If eligible, they will receive an estimate of the amount of severance pay and information on how these payments will be made.

D. Employment outside the Agency. For those employees who cannot be placed within the organization, the Employer will provide resources to assist the employee in finding employment outside of the organization. This assistance will include, but is not limited to:

1. Resume writing.

2. Refer to employment related internet sites, e.g. [www.usajobs.gov](http://www.usajobs.gov) and [www.armycivilianservice.com](http://www.armycivilianservice.com).

3. Coaching in job search and interview techniques.

4. Assistance in obtaining copies of performance evaluations.

5. Reasonable duty time to attend local job interviews.

## **Section 8. Transfer of Function.**

A. Definition. A Transfer of Function (TOF) means the transfer of a continuing function from one competitive area to one or more other competitive areas, except when the function involved is virtually identical to functions already been performed in the other competitive area(s) affected. A TOF is also the movement of the competitive area in which the function is performed in another commuting area. In a TOF, the operation of the function must cease in one competitive area and continue in an identical form in another competitive area.

B. Notification to the Union. When the Employer determines that a TOF is necessary, the Employer will inform the Union as far in advance as practicable, giving the reason for the action, the approximate number, types, and geographic location of the positions to be affected, and the approximate date of the action. At that time, the Union may initiate bargaining in accordance with Article 34, Mid-Term

Negotiations.

C. The Employer will identify which positions will transfer with the function in accordance with Office of Personnel Management regulations.

D. Employees whose positions have been designated as transferring with the function will be notified in writing. The notice will state that the employee is being offered the opportunity to volunteer for transfer with his or her position to a new competitive area. The notice will further state:

1. The name and location of the new competitive area;

2. The complete address of the new work site;

3. The applicable salary, including locality pay, of the employee's position at the new work site;

4. A statement that the employee is free to decide whether to accept the offer of the opportunity to volunteer for transfer with his or her position;

5. A statement whether or not the employee is eligible for relocation expenses or other related benefits in accordance with statute and government-wide regulation, if the employee is selected to transfer with his or her position;

6. A statement that, should the employee choose not to transfer with his or her position, or if the employee is not selected to transfer despite having volunteered, the employee may be separated from his or her current position by adverse action procedures;

7. The deadline for responding to the offer of transfer; provided that this date will be no less than thirty (30) days from the date of the notice.

E. If there are not enough qualified volunteers from among the affected employees, the Employer may solicit qualified volunteers from the rest of the current competitive area.

F. If the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, preference will be given to the volunteers with the highest retention standing. In the event there are not enough volunteers for the transfer, employees may be selected for involuntary transfer.

**Section 9. Additional Negotiations.** Nothing in this

Article will prevent the Union or the Employer from initiating additional negotiations when a reduction in force or transfer of function is announced.

## **Article 31 – Contracting Out/Privatization**

### **Section 1. General.**

A. The Employer and the Union will cooperate and communicate to the maximum extent possible concerning Commercial Activities (CA) issues. The Employer shall provide the Union, without charge, a list of all CA's affecting the bargaining unit, and who is performing the work, which shall be current as of the effective date of this Agreement.

B. Management agrees to notify and consult with the Union regarding any anticipated review of function for contracting out that could affect bargaining unit positions.

C. The Employer will abide by all applicable laws, rules, and regulations concerning contracting out to include 10 USC 2461 and OMB Circular A-76.

D. It is agreed and understood that disputes over the application of OMB Circular A-76 will be handled through the A-76 appeals process and will not be subject to the negotiated grievance procedures.

E. The Employer shall provide the Union and affected employees with on-going briefings during preliminary planning, the duration of the competition, and the post-competition transition phase. Such briefings will include but not be limited to:

1. Update on actions between briefings.

2. Action scheduled to take place prior to the next meeting.

3. Tentative schedule for the entire A-76 review and/or other process.

4. Identification of the employees' and Union's role in each action.

5. Provision of all relevant documents, including any communication sent out to the group of prospective and/or real bidders.

6. Electronic access to all documents made available to prospective and/or real bidders.

### **Section 2. Joint Participation.**

A. As provided in OMB Circular A-76 and/or other



laws, The Employer will provide, as a minimum but not limited to, the following: At the earliest possible stages, representatives of the Union, on the behalf of members of the bargaining unit, may participate in an advisory capacity on the Base Cost Comparison Steering Group (BCCSG). Management and the Union agree to work together to gather workload data and develop performance standards and recommendations for improved operational performance. Participation is permitted based upon the exchange of data, ideas, problems, concerns, and solutions. This participation/consultation shall occur at least monthly as required by 10 USC 2461. Participation is not permitted in meetings where sensitive source selection information is discussed or when management decisions are made. Management retains the responsibility for all final decisions related to the PWS (Performance Work Statement), QASP (Quality Assurance Surveillance Plan), Management Plan (includes MEO (Most Efficient Organization), Government Cost Estimate, etc.), and Technical Performance Plan.

B. The Employer shall notify the Union in writing when a contracting study is underway.

C. A Union representative will be permitted to participate in the “walk through” held for potential bidders.

### **Section 3. Information.**

A. The Employer will provide to the Union in a timely manner copies of pertinent information relative to the contracting out, to the extent permissible under law, rule, or regulation. Any questions regarding requests for information or access to documentation will be jointly addressed by labor and management as soon as they arise.

B. Upon issuance, a solicitation used in the conduct of a cost comparison will be made available to the Union for comment. The Union will be given the opportunity to review the document and submit comments before the final receipt of offers from the private sector.

C. Briefing will be held with affected bargaining unit employees at appropriate intervals for the purpose of providing timely information concerning CA studies. The Union will be given the opportunity to participate in such briefings.

D. Any questions about information under this Agreement or requested by the Union will be discussed as soon as they arise.

### **Section 4. Appeals.**

A. The Employer and the Union recognize the right of first refusal required by OMB Circular No. A-76 and its Supplement. Declining to exercise the right of first refusal due to displacement by contracting out shall not be deemed to be a waiver of any appeal grievance rights by a bargaining unit employee he/she may have under the applicable law, regulation, and this agreement.

B. The Employer agrees that, to minimize adverse effects on bargaining unit positions and employees affected by a contracting out decision, it will use attrition and restrict new hires to the maximum extent possible, to place affected employees in continuing positions.

**Section 5. Bargaining.** When the Employer determines that bargaining unit work will be contracted out or within 15 days of receipt of contract approval from higher headquarters, the Employer will notify the Union of the final decision on contracting out of work performed by bargaining unit employees. The Employer will extend an opportunity to the Union to meet and negotiate appropriate arrangements for affected employees of the bargaining unit to the extent there are remaining issues not already bargained.

## **Article 32 – Disciplinary and Adverse Actions**

**Section 1. Purpose.** This Article shall be administered in accordance with Title 5, United States Code, Chapters 75 and 77, Title 5, Code of Federal Regulations Part 752 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Employer shall impose discipline upon employees.

### **Section 2. Definitions.**

A. *Disciplinary action* is an official personnel action, usually taken for conduct reasons, which adversely affect the employee. Disciplinary actions include written reprimands and suspensions for 14 days or less.

B. *Adverse action* is an official personnel action, usually taken for conduct reasons, which adversely affect an employee. Adverse actions are of a more severe nature than a disciplinary action. They include removal, a suspension for more than 14 days, a reduction in grade or pay, and furlough for 30 days or less.

C. *Day* is a calendar day, unless specified otherwise.

D. *Furlough* means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

E. *Counseling* (often referred to as a warning) means direction to an employee from a manager that is used as a constructive means to encourage an employee to improve his or her conduct. Counseling may be oral, or reduced to writing.

F. *Removal* is an involuntary separation from federal service, which terminates the employer-employee relationship.

G. *Short-term suspension* means a suspension of 14 days or less.

H. *Suspension* means the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay for more than 14 days.

I. *Indefinite suspension* means the placing of an employee in a temporary status without duties or pay pending investigation, inquiry, or further agency action. The indefinite suspension continues for an indeterminate period of time and ends with the occurrence of the pending conditions set forth in the notice of action, which may include the completion of any subsequent administrative action.

**Section 3. Actions Not Covered by this Article.** In accordance with 5 U.S.C. § 7512, the provisions of this Article do not apply to:

A. A suspension or removal under 5 U.S.C. § 7532 (suspension and removal for National Security reasons);

B. A reduction-in-force action under 5 U.S.C. § 3502;

C. A reduction in grade or removal under 5 U.S.C. § 4303 (actions based on unacceptable performance); or

D. An action initiated under 5 U.S.C. § 1215 (disciplinary action initiated by the Office of Special Counsel).

#### **Section 4. General Provisions.**

A. The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service.

B. Counseling and warnings will normally be conducted privately and in such a manner as to avoid embarrassment to the employee.

C. Disciplinary and adverse actions will be consistently applied to all employees. The deciding official will normally be different from the official who proposed a disciplinary or adverse action. Ordinarily the deciding official will be at a higher level of management than the proposing official.

1. Disciplinary and adverse actions will be taken only for such just cause as will promote the efficiency of the service.

2. Disciplinary and adverse actions will be initiated and handled in an expeditious manner after management has become aware of the conduct.

D. A common pattern of progressive discipline is oral counseling or written warning, reprimand, short term suspension, long term suspension and removal.

E. Management will administer disciplinary and adverse actions procedures and determine appropriate penalties to all employees consistent with the Douglas Factors set forth by the Merit System Protection Board in the Appendix.

F. Management officials will protect the privacy of the employee against whom a disciplinary or adverse action is taken.

G. In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Employer's proposed disciplinary adverse action will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.

#### **Section 5. Inquiries.**

A. Prior to issuing any proposed disciplinary or adverse action, the Employer will determine whether such action is warranted. In the course of determining whether such action is warranted, this inquiry should include the following facets:

1. If feasible, employees who are alleged to have committed some offense will be interviewed and told that they are the subject of an inquiry;

2. All employees being interviewed will be told the subject matter of the interview with as much specificity as possible, including whether the interview involves criminal or non-criminal matters, if known, except when doing so would undermine the investigation;

3. Additional evidence will be sought to reconcile any conflicting statements;

4. All known evidence, whether for or against the employee, shall be documented;

5. Supervisory notes may be admitted in any disciplinary or adverse action case as long as they were made available to the employee.

B. The Union shall be given the opportunity to be represented at any examination (i.e., questioning) of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the questioning may result in disciplinary action against the employee and the employee requests representation. If an employee requests a representative, no further questioning will take place until the representative is present, unless compelling circumstances exist. The Union shall have up to 24 hours to provide a representative.

C. Any employee who is interviewed in the investigation, but is not himself or herself the subject of the investigation, will be informed as such by the supervisor.

D. In any interview involving possible criminal conduct, at the beginning of that interview the employee will be informed as such.

#### **Section 6. Alternative Discipline.**

A. Alternative Discipline is defined as a form of alternative dispute resolution that can be used to effectively resolve, reduce, or even eliminate workplace disputes where disciplinary actions are warranted. Alternative forms of discipline are often of benefit to both the employee and the Employer. The objectives of alternative discipline include:

1. Improving communications and interpersonal working relationships between supervisors and employees.

2. Correcting behavioral problems.

3. Reducing the costs and delays inherent in traditional disciplinary actions.

4. Decreasing the contentiousness between the parties.

B. This negotiated Agreement does not require that alternative discipline be used. However, if it is used, all the provisions of this Agreement must be met.

C. If the Employer is considering an alternative form of discipline, the Employer will notify the employee that such discipline is being contemplated.

#### **Section 7. Oral Counseling and Written Warnings.**

A. Depending on the seriousness of the offense, oral counseling or written warnings will ordinarily be the first step taken by management to correct an employee's conduct. Oral counseling or written warnings are not in themselves disciplinary or adverse actions; they may be considered when determining appropriate discipline should the employee engage in future misconduct. Any record of an oral or written warning will be destroyed after twelve months, if there has been no repeat of the misconduct that led to the warning.

B. The employee who is subject to counseling or warnings should be advised that disciplinary or adverse action may result if he/she fails to comply with work or conduct rules.

#### **Section 8. Reprimand.**

A. A written reprimand is appropriate for use when more stringent disciplinary action than an oral admonishment or notice of warning is warranted. An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of both the Management Employee Relations (MER) file in accordance with Army recordkeeping requirements and the Official Personnel Folder (OPF) for up to one (1) year.

B. The Employer will consider all pertinent information to determine what disciplinary action, if any, is warranted. Information relied upon by the Employer will be made available to the employee upon request.

C. If the supervisor decides a reprimand should be issued it will be initiated within a reasonable time after the incident is known to management. The employee shall be informed in the letter of his/her right to grieve and have representation.

D. The letter of reprimand will inform the employee that she/he has the right to file a grievance over the reprimand under the negotiated grievance procedure, and the right to Union representation in accordance with Article 32, Grievance Procedures. The letter will state that a grievance must be filed within 15 working

days of the date the employee receives the action. Normally the grievance will be filed with the management official that issued the action. The letter also will contain the building and telephone number of the Union. The Union will timely update management of any changes to their building location or telephone number.

E. Withdrawal of reprimand. A formal reprimand is not permanent in nature and should be withdrawn from the Official Personnel Folder:

1. Upon expiration of the period specified in the letter of reprimand; or

2. Upon departure of the employee from the rolls of the employing agency to an installation or activity not serviced by the same CPAC; or

3. Upon determination through an appropriate adjudicatory procedure or by an appropriate management office of the activity that the reprimand is unwarranted and must be withdrawn; or

4. Upon determination by the initiating supervisor that the employee has sufficiently corrected the behavior in question and that the letter of reprimand has served its purpose.

F. Once a written reprimand is issued; the reprimand constitutes a final Agency decision and may be grieved through the negotiated grievance procedure in Article 32.

### **Section 9. Short Term Suspension.**

A. An employee against whom a suspension for 14 days or less is proposed is entitled to:

1. An advance written notice of 15 days stating the specific reasons for the proposed action. The Employer may provide less than 15 days advance notice when there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed;

2. The right to review and receive copies of all material that will not interfere with a pending investigation involving any disinterested party in the action at hand, which was gathered in any investigation into the matter that led to the proposed action;

3. A management official will be designated to receive the employee's oral and/or written answer. The official will have authority to make or recommend a final decision on the proposed action;

4. Seven (7) calendar days to respond orally and in writing and to furnish affidavits and other documentary evidence in support of the response;

5. A written decision and the specific reasons for the decision at the earliest practicable date; and

6. Be represented by the Union, an attorney or other representative. In any case, the Union shall have the right to have a representative present at any meeting with management concerning the proposed action.

7. Under ordinary circumstances, an employee whose suspension has been proposed shall remain in a pay and/or duty status in his or her regular position during the advance notice period.

B. The notice of proposed action shall inform the employee of his or her right to review the material that is relied on to support the reasons for action given in the notice. Management will provide copies of all the material relied on upon request.

C. The employee will be given a reasonable amount of duty time in coordination with his/her supervisor to prepare and present an oral and/or written response to the proposal.

**Section 10. Removals, Suspensions of more than 14 days, Furloughs without pay for 30 days or less and Reductions in Pay or Grade.** In accordance with 5 U.S.C. § 7513, an employee against whom a removal, suspension of more than 14 days, furlough without pay for 30 days or less or reduction in pay or grade is proposed is entitled to the following:

A. At least 30 days' advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action; When emergency furloughs are necessary under the conditions specified in accordance with 5 CFR 752.404(d)(2), advance written notice and opportunity to answer are not required.

B. A written decision and the specific reasons for the decision at the earliest practicable date.

C. Actions proposed under this section will be initiated in a timely manner, normally within sixty days of the Employer becoming aware of the problem.

D. An employee against whom a removal, suspension for more than 14 days, furloughs without

pay for thirty days or less and reductions in pay or grade is proposed is entitled to:

1. An advance written notice of 30 days stating the specific reasons for the proposed action. The Employer may provide less than 30 days advance notice when there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed;

2. The right to review and receive copies of all material that will not interfere with a pending investigation involving any disinterested party in the action at hand, which was gathered in any investigation into the matter that led to the proposed action;

3. A management official will be designated to receive the employee's oral and/or written answer. The official will have authority to make or recommend a final decision on the proposed action;

4. Ten (10) calendar days to respond orally and in writing and to furnish affidavits and other documentary evidence in support of the response;

5. A written decision and the specific reasons for the decision at the earliest practicable date; and

6. Be represented by the Union, an attorney or other representative. In any case, the Union shall have the right to have a representative present at any meeting with management concerning the proposed action.

7. Under ordinary circumstances, an employee whose suspension has been proposed shall remain in a pay and/or duty status in his or her regular position during the advance notice period.

E. The notice of proposed action shall inform the employee of his or her right to review the material that is relied on to support the reasons for action given in the notice. Management will provide copies of all the material relied on upon request.

F. The employee will be given a reasonable amount of duty time in coordination with his/her supervisor to prepare and present an oral and/or written response to the proposal.

**Section 11. Requests for Time Extensions on Proposed Adverse Actions.** The Employer will grant a request for extension of the time to respond to proposed adverse actions upon showing of good cause.

## **Section 12. Employer Decision.**

A. The Employer will provide a written decision which includes its justification, effective date, if applicable, and appeal rights to the employee at the earliest practicable time, normally seven days, after the expiration of the thirty (30) day notice period.

B. In arriving at its written decision on any proposed disciplinary or adverse action, the Employer shall not consider any reasons for action other than those specified in the notice of proposed action. The Employer shall deliver the notice of decision to the employee at or before the time the action will be effective and advise the employee of appeal rights. It shall consider any answer that the employee and/or his or her representative made to a designated official and any medical documentation furnished, as well as all the information gathered in the investigation. The written decision will explain how the Employer resolved any factual disputes that were raised or developed.

C. The decision letter will indicate that the Douglas factors have been considered by the deciding official. If the imposed penalty is less severe than what was proposed, the decision will also specify why the penalty was mitigated.

D. If the decision is to effect a suspension or adverse action, a second copy of the letter and any attachments, appropriately labeled for "Representative," will be provided to the employee.

E. Adverse actions proposed under this Article will be initiated in a timely manner, normally within sixty days of Management becoming aware of the problem.

## **Section 13. Appeal Rights.**

A. A decision to take an action specified in Section 12 may be grieved under Article 32, Negotiated Grievance Procedures.

B. The employee may appeal the decision to take an action addressed in Section 12 either to the Merit Systems Protection Board (MSPB) or under the provisions of Article 33, Grievance Procedures, but not both. Information on how to either file a grievance or to appeal to the MSPB, with appropriate time frames and contact information will be contained in the decision letter.

## **Section 14. Last Chance Agreements.**

A. Last Chance Agreements refer to situations in which the Employer agrees to forgo taking a



proposed disciplinary or adverse action against an employee in exchange for the employee's agreeing to conform to certain conduct expectations for a set period of time. The understanding is that if the employee does not meet his or her obligation under the agreement, then the Employer is free to reinstate the proposed disciplinary or adverse action. Last Chance Agreements may ordinarily be offered only after a decision has been made to remove an employee.

B. The terms of any Last Chance Agreement offered by Agency management to employees for their signature shall contain as a minimum the following provisions:

1. Reinstatement or implementation of a disciplinary or adverse action will automatically reinstate all of the employee's rights under law, regulation, and this Agreement.

2. Signing a Last Chance Agreement does not constitute admission of any wrongdoing by the employee.

3. The probationary period called for in the Last Chance Agreement will not exceed one (1) year. However, a lesser length of time may be negotiated by the employee or his/her designated representative and the Employer.

C. Prior to offering an employee a Last Chance Agreement, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

**Section 15. Notice to Union.** Upon Union request the Employer will provide a summary report of all bargaining unit eligible reprimands and proposals of disciplinary/adverse actions. At a minimum, the summary report will contain the nature of offense, the effective date of the action, and the organizational assignment. The report will not cover more than six months and will be furnished electronically.

**Section 16. Stays of Action.** Suspensions and separations will be stayed upon mutual agreement of the Parties, if the employee has filed a grievance under Article 32, Grievance Procedures, within fifteen (15) working days of the effective date of the final decision. The stay will remain in effect pending the decision at the last step of the grievance procedure.

**Section 17. Agency Records.** Unless required by Government-wide regulations, records of disciplinary actions will be removed from employees' Supervisory File (as referred to in Article 4, Employee Rights)

after one year, if there has been no recurrence of the incident or behavior.

## **Article 33 – Grievance Procedures**

**Section 1. Purpose.** This Article shall be administered in accordance with Title 5 United States Code Chapter 71, "The Federal Service Labor-Management Relations Statute" and this Agreement. The Employer and the Union recognize and endorse the importance of bringing to light and addressing employee concerns through the negotiated grievance procedure promptly and, whenever possible, informally. In this regard, the parties will insure that their representatives are properly authorized to resolve raised matters under this Article. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. This Article shall be the sole and exclusive procedure available to the Employer, the Union, and the employees of the Unit for the resolution of grievances. The filing of the grievance will cause no adverse reflection on the employee's standing with their supervisor or the organization.

### **Section 2. Use of Statutory Appeal Procedures or Negotiated Grievance Procedures.**

A. The following performance-related actions or adverse actions taken under 5 U.S.C. Chapters 43 and/or 75 may be processed under either the negotiated grievance procedure or appealed to the Merit System Protection Board by eligible employees, but not both. An employee is eligible to appeal to the Merit System Protection Board and provide material which has a bearing on the issue, if he/she has continuous satisfactory service of (a) one (1) year for competitive service employees; and (b) two (2) years for excepted service employees. The eligible employee will have exercised his/her option by timely initiation of formal written action under one procedure or the other. The following restrictions apply:

1. Matters concerning prohibited personnel practices under Section 2302(b)(1) of the Whistleblower Protection Act.

2. Matters concerning unacceptable performance under 5 U.S.C., Section 4303.

3. Matters concerning adverse actions under 5 U.S.C., Section 7512.

4. Matters concerning a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity

Commission.

B. An employee affected by a prohibited personnel practice under Section 2302(b) (1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under either the regulations of the Office of Special Counsel, or the statutory EEO procedure, whichever event occurs first.

### **Section 3. Representation.**

A. Any bargaining unit employee may present a grievance covered under the terms of this Agreement to the Employer under this Article. If an employee is represented by the Union in a grievance, a meeting with an employee on the grievance will not be held without giving the Union an opportunity to be present. The Union, as the exclusive representative, or its designated representative, shall be the representative used by an employee under this procedure, except that an employee may elect to represent himself/herself. Employees who choose not to proceed with a Union representative must still follow both the form and time limits herein.

B. An employee may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement. If the employee elects to represent himself/herself, the Union shall be notified and be given an opportunity to be present at any grievance discussion conducted under the negotiated procedure.

C. The Employer and the Union representative will mutually agree to the necessary duty time to prepare and participate in the grievance or arbitration, which the parties recognize will vary based on the complexity of the issues involved.

D. The Union has the right to be present during any proceeding under the negotiated grievance procedure. If the Union is not the designated representative, a copy of the formal grievance will be provided to the Union within five (5) working days of the filing date by the grievant. The Employer will provide the Union a copy of any notice of any formal grievance meeting/discussion when the Union is not the designated representative. A copy of each grievance decision will be timely provided to the Union. In any case, the Union shall have the right to have a representative present at the adjustment and the adjustment must be consistent with the terms of

this Agreement.

E. Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

F. The grievant and the management representative will be scheduled to meet during the normal duty day unless the Parties mutually agree otherwise.

G. Employees will be authorized necessary time while on duty to prepare and participate in grievances, including individual or group grievances and arbitration.

### **Section 4. Alternative Dispute Resolution.**

A. Policy and Purpose. The Parties may mutually agree to use a variety of Alternative Dispute Resolution (ADR) procedures to try to resolve selected problems that occur in the day-to-day relationship of the parties. Either Party may request the use of ADR to resolve issues such as grievances or discrimination complaints. Time limits of the grievance procedure will be extended upon mutual agreement when the Parties elect to use ADR.

1. In the case of Unfair Labor Practice allegations, both Parties will usually attempt to settle such issues informally prior to filing a complaint with the FLRA.

2. The goal of ADR is to resolve problems promptly, in a "win-win" manner. No-fault settlements may be appropriate to craft effective solutions, without allocating blame, which will contribute to improved relations between the Parties.

B. Peer group review.

1. The parties agree that the use of this process will be voluntary on the part of both the grievant and the management official involved in the dispute. If both agree to participate, the Peer Group Review will substitute for the informal step of the Grievance Procedure.

2. The Peer Group will consist of an equal number of neutral Union members from this bargaining unit and Management personnel, usually two (2) of each. This number can be varied on a case-by-case basis, depending on the issues involved in the grievance. The Union President or designee and the Labor Relations Specialist, have the discretion to mutually make this decision.

3. Matters, which are excluded from the grievance

procedure are also excluded from the Peer Group Review process. The following types of individual grievances may be considered eligible for this process:

- a. General working condition issues.
- b. Miscommunications.
- c. Performance appraisals.
- d. Distribution of overtime and/or comp time.
- e. Leave and attendance problems.

4. The purpose of this Article is to provide a mutually acceptable method for the prompt settlement of grievances filed by employees or the Parties. The Parties earnestly desire that these grievances and complaints should be settled in an orderly and prompt manner so that the efficiency of the Employer may be maintained and morale of employees will not be impaired. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the first line supervisor's level. The Employer and the Union agree that every effort will be made by management and the aggrieved party to settle grievances at the lowest possible level. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of grievances.

#### **Section 5. Informal Grievance.**

A. An informal grievance is a voluntary step taken up by the grievant (and a steward if the employee elects to have representation, either orally or in writing) with the first line supervisor who has authority to render a decision.

B. The informal grievance must be presented within 15 working days of the date the employee first became aware of the basis of the grievance. The Employer official will meet with the grievant(s) and representative within five (5) working days of receipt of the grievance. A decision will be given to the grievant within five (5) working days after the meeting. The decision shall be in writing if the informal grievance is presented in writing. Both Parties will make every reasonable effort to settle the grievance at this level. If unresolved, the decision will name the Step 1 official.

C. The grievant shall have ten (10) working days after receipt of the informal decision to file a formal grievance.

#### **Section 6. Formal Grievance.**

A. A formal grievance shall be submitted in writing utilizing the standard grievance form, by the grievant (and/or representative if the grievant elects to have one) to the appropriate management-deciding official. The time lines set forth in this Article apply, unless extended in writing by mutual agreement of the Parties. A grievance concerning a continuing practice may be presented at any time. Failure to meet the time lines may result in the grievance being untimely.

B. This Article shall be the exclusive procedure for employees of the bargaining unit in consideration of alleged violations of this agreement, regulations, personnel policies and practices and other conditions of employment. Matters excluded from this procedure are:

1. Violations relating to prohibited political activities.
2. Matters concerning retirement, life insurance or health insurance.
3. A suspension or removal for national security reasons.
4. Any examination, certification or appointment.
5. Classification of any position which does not result in the reduction in grade or pay of an employee.
6. Termination of probationary/trial period employees.

C. Step 1 – Dean/Second Supervisor. The grievance must be submitted within fifteen (15) working days of the date the employee first became aware of the basis of the grievance. The Step-1 grievance shall be submitted in writing, utilizing the negotiated standard grievance form, by the grievant (and/or representative if the grievant elects to have one) to the Step-1 official. The Step-1 official must hold a meeting within five (5) work days of the receipt of the grievance. The Step-1 official must issue a decision within five (5) working days after the meeting with the grievant if they are representing themselves or his/her designated Union representative. The decision will grant, partially grant, or deny the relief sought. If unresolved, the decision will name the Step-2 official. The grievant shall have ten (10) working days after receipt of the Step-1 decision to forward the grievance to the Step-2 official.

D. Step 2 – Provost/Director or designee. Within five

(5) working days after receipt of the grievance the Step 2 official must hold a meeting or, if one is not requested by the grievant or representative, issue a decision in writing. The Step 2 official must issue a decision within five (5) working days after the meeting with the grievant/designated Union representative. The decision will grant, partially grant, or deny the relief sought. If unresolved, the decision will name the Step-3 official. The grievant shall have ten (10) working days after receipt of the Step-2 decision to forward the grievance to the Step-3 official.

E. Step 3 – Commandant/Commander or designee. Within ten (10) work days after receipt of the grievance the Step-3 official must hold a meeting or, if one is not requested by the grievant or representative, issue a decision in writing. The decision will grant, partially grant, or deny the relief sought. The Step-3 official must issue a decision within five (5) working days after the meeting with the grievant/designated Union representative.

Step	Submit Grievance	Meet	Decision
1	Within 15 working days of becoming aware	5 working days after receiving grievance	5 working days after meeting
2	Within 10 working days of Step-1 decision	5 working days after receiving grievance	5 working days after meeting
3	Within 10 working days of Step-2 decision	10 working days after receiving grievance	10 working days after meeting

F. Arbitration. If the grievance is not satisfactorily settled at the third step, the Union will have fifteen (15) working days from receipt of the decision to notify the Employer that the Union is invoking arbitration.

#### **Section 7. Union/Management Grievance Procedure.**

A. The Union or Management may initiate a grievance on its own behalf concerning (1) the effect or interpretation, or claim of breach of this Agreement or (2) any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or policy issued for the purpose of affecting conditions of employment. The Union may also submit a grievance on behalf of a group of employees. A grievance under this section shall be submitted in writing no later than fifteen (15) working days from the act or

occurrence giving rise to the grievance or no later than fifteen (15) working days from the date the Union/management knew, or had reason to know, of the act or occurrence. A grievance concerning a continuing practice may be presented at any time.

B. Union-initiated grievances will be signed by the Local President or designee and filed with the Commandant/Commander or appointed designee. Management-initiated grievances will be signed by the Commandant/Commander or his/her appointed designee and filed with the Local President.

C. Either party may request a meeting to discuss the grievance. The final decision authority shall issue a written decision within ten (10) working days of receipt of the grievance.

### **Article 34 – Arbitration**

**Section 1. Purpose.** This Article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5, United States Code Chapter 71, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and the Employer, which are not satisfactorily resolved by the negotiated grievance procedure covered in this Agreement. Nothing in this Article shall preclude the Parties from making a reasonable effort to settle the grievance.

#### **Section 2. Procedures.**

A. The Union or the Employer may invoke arbitration by serving notice on the other within fifteen (15) working days following receipt of a final decision under the Negotiated Grievance Procedure. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration.

B. Within fifteen (15) working days from invoking arbitration, the Parties to the arbitration shall request a list of at least seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by jointly submitting completed FMCS Form R-43 "Request for Arbitration Panel." If one Party refuses to join in the request for arbitrators, the other Party may make a unilateral request to FMCS for a panel of arbitrators. The Parties share the expense FMCS charges. Within seven (7) working days from receiving the list of arbitrators from the FMCS the Parties shall meet to select an arbitrator. Either Party may obtain a new list of arbitrators from the FMCS in the event (1) either Party refuses to participate in the selection of an arbitrator; or (2) upon inaction or undue delay on the part of either Party.



C. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings over employee grievances shall take place at the site where the employee works, unless the Parties mutually agree otherwise.

D. When a grievance concerns a complaint of sexual harassment, as defined in Article 23, Equal Employment Opportunity, the hearing shall be a closed forum upon request of either Party.

E. The arbitration hearing will be held in well ventilated facilities made available by the Employer during the regular day shift hours (0745—1645) Monday through Friday insofar as it is practicable.

**Section 3. Stipulation of Facts.** The Parties shall meet seven (7) days after selecting an arbitrator and make a good faith attempt to develop a mutually acceptable stipulation of the issue(s). The Parties will forward the stipulation of issue(s) to the arbitrator prior to the commencement of the hearing. If unable to agree on a stipulation of issue(s), each Party will prepare his/her own stipulations and the selected arbitrator shall be empowered to frame the issue, taking into consideration the positions of the Parties and the terms of this Agreement. The stipulation of facts will normally include a copy of this Agreement, the written grievance from each step, the written decision from each step, the stipulation(s) of the issue(s), and any other pertinent documents. Each Party will serve a copy of all proposed stipulations on the other Party at least five (5) working days prior to the hearing, and the employer will forward the consolidated stipulation(s) to the arbitrator.

**Section 4. Grievability/Arbitrability.** The arbitrator has the authority to make grievability and/or arbitrability determinations within the scope of the issue(s) to be arbitrated. Arbitrability/grievability issues must be raised in writing by Step 2 of the grievance procedure. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. Any allegations of grievability/arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for grievability/arbitrability issues, except by mutual consent.

**Section 5. Witnesses and Parties.** The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who

are in a duty status, shall be excused from duty and granted duty time. Employees are authorized travel and per diem expenses in accordance with the Joint Travel Federal Regulation to the extent necessary to participate in all phases in the arbitration proceeding, either as a Party or to testify as a witness, without loss of pay. The Employer shall ensure that all witnesses who are employed by the Employer are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

**Section 6. Authority of Arbitrator.** The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. The arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

**Section 7. Ex Parte Communication with Arbitrator.** There will be no communication with the arbitrator unless both Parties are participating in the communication.

**Section 8. Computation of Time.** Computing periods of time for the purpose of this Article shall commence with the first day after the day of the act or event (e.g., the day after the employee received a final decision to take discipline, or the day after the deadline for submitting a response to a grievance). If the last day is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when the employer's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular work day.

**Section 9. Arbitrator's Award.** The arbitrator shall render a written decision not later than thirty (30) days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will immediately initiate the actions required by the final award within fifteen (15) work days after it becomes final and binding, except as provided by the Award.



## **Section 10. Costs of Arbitration.**

A. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.

B. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.

C. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

## **Section 11. Attorney Fees and Expenses.**

A. By statute, an arbitrator has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.

B. The arbitrator's award on the issue of attorney fees will be issued within thirty (30) days of the arbitrator's receipt of the Employer's response to the Union's request. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.

C. All charges of the arbitrator incurred in connection with the award of attorney fees will be shared equally by the parties.

**Section 12. Exceptions.** The arbitrator's award will be binding on the Parties. Either Party may file exceptions to the arbitrator's award under regulations prescribed in accordance with 5 U.S.C. 7122.

## **Article 35 – Mid-Term Negotiations**

**Section 1. Purpose.** This Article shall be administered in accordance with Title 5 of the United States Code U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement. Matters appropriate for mid-term bargaining will include those issues within the scope of bargaining.

### **Section 2. Procedures for Negotiating During the Term of the Agreement.**

A. The initiating Party will provide the other Party with

reasonable advance written notice, not less than ten (10) working days prior to the proposed implementation date, of any change affecting conditions of employment. Either Party may propose changes in conditions of employment during the life of the Agreement, which are not already specifically covered by the Agreement. The notice will, at a minimum, contain the following information:

1. The nature, description, and necessity of the proposed change;

2. An explanation of the initiating Party's plans for implementing this change and the proposed implementation date.

B. The receiving Party will review the proposal and may respond to the initiating party in the following ways:

1. If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within ten (10) working days of receipt of the notice, make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change; and/or

2. If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a demand to bargain within ten (10) working days of receipt of the notice.

### **Section 3. Agreement to Negotiate.**

A. Upon request to negotiate, the Parties will meet and negotiate in good faith through their designated representatives for the purpose of collective bargaining as required by law and this Agreement. Negotiations will commence within five (5) days of the initiating Party's receipt of the request for negotiations unless otherwise mutually agreed upon by the Parties. Aside from compelling need, implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.

B. The Parties will provide written proposals no later than the commencement of the negotiations.

C. If the receiving Party has not responded to the initiating party within the prescribed time frames, the proposed changes in conditions of employment will be implemented on the proposed effective date.

### **Section 4. Ground Rules for Mid-Term Bargaining.** Ground rules will be negotiated for all

mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71.

**Section 5. Waiver.** Nothing in this Agreement shall be deemed to waive either Party's statutory rights under 5 U.S.C., Chapter 71.

**Section 6. Impasse.** When impasse has been reached, either or both parties may seek the services of Federal Mediation Conciliation Service. When the Mediation service does not resolve the impasse, the Parties may seek the services of the Federal Service Impasse Panel. When either Party believes a matter is non-negotiable, it will immediately advise the other Party in writing of its rationale for such belief.

## **Article 36 – Labor-Management Partnership**

### **Section 1. Policy.**

A. Per Executive Order 13522, federal employees and their Union representatives are an essential source of front-line ideas and information about the realities of delivering Government services to the American people. A non-adversarial forum for managers, employees, and employees' union representatives to discuss Government operations will promote satisfactory labor relations and improve the productivity and effectiveness of the Federal Government. Labor-management forums, as complements to the existing collective bargaining process, will allow managers and employees to collaborate in continuing to deliver the highest quality services to the American people. Management should discuss workplace challenges and problems with labor and endeavor to develop solutions jointly, rather than advise union representatives of predetermined solutions to problems and then engage in bargaining over the impact and implementation of the predetermined solutions.

B. Upon expiration or termination of Executive Order 13522, the Parties agree that this Article shall remain in effect unless either Party requests to renegotiate the Article.

**Section 2. Labor-Management Partnership Committee.** Partnership involves the design, implementation, and maintenance of a cooperative working relationship between Labor and Management through pre-decisional involvement in order to achieve common goals. Management and Union leadership must be committed to the principles upon which Partnership is based in order for this

effort to be successful.

**Section 3. Principles.** The Parties are committed to work at all appropriate levels to establish and improve effective partnerships which are designed to ensure a quality work environment for employees, more efficient administration of Employer programs, and improve service to the public. Nothing in this Article is intended to abrogate the Parties' rights and obligations set forth in 5 U.S.C. Chapter 71 (the Statute). The principles, which guide this effort, include:

- A. Mutual respect;
- B. Trust;
- C. Open Communication;
- D. Pre-decisional involvement;
- E. Identification of problems;
- F. Shared responsibility;
- G. Finding solutions;
- H. Reaching joint agreements and making joint recommendations;
- I. Use of alternative dispute resolution, interest-based problem-solving techniques, and facilitation;
- J. Integration of interests;
- K. Cooperation;
- L. Sharing of information;
- M. Minimizing or eliminating collective bargaining disputes; and
- N. Publicizing partnership successes at all levels.

**Section 4. Organization.** Initially each Party will designate three members to serve on the Committee, which will meet at least every other month. The Parties will determine jointly how long each meeting will be. The structure, nature, scope, and operation of the Partnership Committee will be jointly determined by the Parties. Agreement will be by consensus.

**Section 5. Training.** To achieve optimal results from the Partnership, the best interests of both Parties are served by effective joint Labor-Management training. The types of training that will best suit the needs of the Partnership will be determined by the Partnership

Committee. The Employer will pay allowable training related costs for such training subject to the availability of funds.

**Section 6. Duty Status.** Participating in Partnership activities will be considered on duty status and not on official time.

**Section 7. Joint Meetings.** Establishing and maintaining good labor–management relations will be enhanced by encouraging communication and exchange of ideas.

A. It is recognized that periodic meetings between the Employer and the Union are an effective means of assuring the proper administration of this Agreement. Accordingly, duly designated representatives of management and the Union will meet as required at the request of either party. Such meetings will be preceded by an exchange of agenda items. The purpose of these meetings is not to discuss individual employee complaints or disputes that are subject to lower resolution.

B. The Union President and the Senior Commander will normally meet quarterly to discuss matters of mutual concern. This shall not preclude the parties from meeting more often if mutually acceptable or from bringing individuals to the meetings who have information on the matters to be discussed. Each Party is responsible for keeping a record of the meeting.

## **Article 37 – Dues Deductions**

**Section 1. Purpose.** Dues withholding from bargaining unit employees is administered in accordance with 5 U.S. Code Chapter 71, “The Federal Service Labor-Management Relations Statute,” and this agreement. This Article provides for an agreed-upon system by which Union dues may be collected from bargaining unit employees in a timely and regular basis.

**Section 2. Dues.** Bargaining Unit employees may authorize the payment of labor organization dues to the Union by voluntarily completing a Standard Form (SF) 1187 “Request for Payroll Deductions for Labor Organization Dues” or its equivalent. The Employer agrees that the information about dues paying members will only be used in conducting official business and will not be disseminated to any individual without a need for this information. The term “dues” includes regular and periodic dues, fees, and assessments of the exclusive representative of the unit. All regular and periodic dues allotments will be processed by the parties in a timely manner.

**Section 3. Allotments (payroll deduction).** Bargaining Unit employees who desire to make an allotment for payment of dues will request such allotments by completing SF-1187. The Union will procure the forms as needed and will make them available to the bargaining unit employees. Completed allotment forms will be submitted to the Union President or other authorized officer who will complete the certification portion of the form. The Union, in turn, will promptly submit all such forms received from employees to the Civilian Personnel Advisory Center for processing. Allotments will be effective at the beginning of the first pay period following the receipt of a properly completed SF-1187. Any allotment will be made at no cost to the Union or the employee.

## **Section 4. Dues Payment.**

A. The Employer’s servicing payroll office remits to the Union amounts withheld on a biweekly basis. The remittance will be made payable to the Union.

B. The Employer will request that the servicing payroll office provide the Union a “Union Dues Deduction Report” containing:

1. Identification of the Union;
2. Total amount of the remittance;
3. Name of employee, date, the amount deducted, and an indication if it is a new allotment;
4. Names of employees for whom deductions previously authorized were not taken with indication for reason; and
5. Total number of members for whom dues are withheld.

## **Section 5. Changes in Dues Withholding Amounts.**

A. The amount of dues certified to be withheld from an employee’s salary will remain unchanged until the Union President has certified the amount of dues to be charged.

B. Deduction of dues will begin on the first complete biweekly pay period or on a later date if requested, after receipt in the servicing payroll office of the written request for change in dues.

## **Section 6. Dues Revocation.**

A. Union members who have authorized Union dues

withholding may revoke their payroll deduction of dues once a year on the anniversary date of the first withholding by submitting a SF-1188, "Cancellation of Payroll Deductions For Labor Union Dues" or its equivalent to the appropriate Union official. The Employer shall be responsible for maintaining a supply of the SF-1188.

B. The employee will take the SF-1188 to a Union official for processing. The Union President or designee must certify by date and signature the properly completed SF-1188. In order to be timely, the SF-1188 must be submitted to the Union between the anniversary date of the effective date of the dues withholding and 30 calendar days prior to the anniversary date.

C. The Union official will reference the Union Dues Deduction Report to determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date appears will be entered in Item (6) on the SF-1188 and initialed by the Union President or designee. The SF-1188 will be delivered to the Civilian Personnel Advisory Center prior to the close of business of the Friday following the date entered in Item (6). Both the Employer and the Union have a responsibility for fully informing their employees and members concerning conditions governing revocations. Deduction of dues will terminate with the start of the first payroll period after which any of the following occurs:

1. Notice to the Employer by the FLRA of the loss of exclusive recognition by the Union;
2. Separation of the employee for any reason;
3. Notice to the Employer from the Union that the employee has been suspended or expelled from the membership of the Union;
4. Transfer, reassignment, or promotion or demotion of an eligible member to a position excluded from the Union's recognition; or
5. Activation of an employee into active duty military status.

**Section 7. Reinstatement of Separated Employee.** Employees have an option to continue Union membership upon reinstatement. An employee who has been separated by the Employer is reinstated by an arbitrator, the Merit Systems Protection Board, the Equal Employment Opportunity Commission, or a court of competent authority, must elect in writing that dues withholding will be continued or discontinued for that employee without submitting

a new form, if that employee was a Union member at the time of his/her separation.

## **Article 38 – Effective Date and Duration of Agreement**

**Section 1. Effective Date.** This Agreement shall take effect from the date it is approved by the Department of Defense or as stated in 5 U.S.C. 7114.

**Section 2. Duration.** This Agreement shall remain in full force and effect for three (3) years from its effective date. This Agreement shall automatically renew itself from year to year thereafter.

### **Section 3. Renegotiation.**

A. If either Party desires to renegotiate, modify, amend or terminate any provisions of this Agreement, it will furnish written notice to the other Party, identifying the Articles that it wishes to change, not more than one hundred and twenty (120) days or less than ninety (90) days prior to its expiration date.



B. In the event such notice is given by either Party, the Parties will begin negotiating ground rules for the new negotiations within sixty (60) days from the date of receipt of notice of the proposed changes. If negotiations are not completed by the anniversary date, the Agreement will be automatically extended until a new agreement is negotiated.

**Section 3. Reopener.** Either Party may propose negotiations during the term of this Agreement to reopen, amend, or modify this Agreement, but such negotiations may be conducted only by mutual consent of the Parties. Such negotiations shall be conducted in accordance with Article 34, Mid-Term Negotiations.

**Section 4. Amendments and Modifications.** This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, by their designated representatives, have executed this Agreement on 19 August 2014.

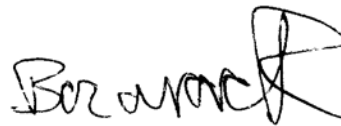
FOR THE EMPLOYER—



DAVID K. CHAPMAN  
COL, AD  
DLIFLC Commandant

PAUL W. FELLIGIER  
COL, IN  
USAG PoM Commander


FOR THE UNION—



REUF BOROVAC  
President  
AFGE Local 1263



JENNIFER AMORIN  
Spokesperson



PHILIP A. WHITE Chief  
Chief Spokesperson



## Appendix A

### Douglas Factors\* In Deciding Disciplinary Punishment of Federal Employees

1. The nature and seriousness of the offense, and its relation to the employee's duties, position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed on other employees for the same or similar offenses;
7. The consistency of the penalty with any applicable agency table of penalties;
8. The notoriety of the offense or its impact upon the reputation of the agency;
9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. Potential for the employee's rehabilitation;
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

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\* Douglas v. Veterans Administration, 5 M.S.P.R. 280 (at 305-6).

## OFFICIAL TIME REPORT

1. NAME OF UNION OFFICIAL/STEWARD												2. OFFICE TELEPHONE											
3. UNION POSITION												4. TIME DEPARTED or START OF PAY PERIOD											
5. DATE												6. TIME RETURNED or END OF PAY PERIOD											
7. ACTIVITY (Please Check One):																							
<input type="checkbox"/> <b>BA</b>				<b>Union Contract Negotiations</b> - Official Time used by Union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.																			
<input type="checkbox"/> <b>BB</b>				<b>Union Mid-Term Negotiations</b> - This is official time used to bargain over issues raised during the life on an agreement.																			
<input type="checkbox"/> <b>BD</b>				<b>Union Ongoing LMR Activity</b> - Official Time spent on general labor management relation (LMR) matters that are not covered by the other three categories.																			
<input type="checkbox"/> <b>BK</b>				<b>Union Grievances/Appeals</b> - Official Time used to process grievances and appeals to various administrative agencies (MSPB, FLRA, EEOC and the courts).																			
8. WEEKLY OFFICIAL TIME ACTIVITY: If use of official time is routine, spanning more than one representational issue, complete the following for the total number of hours used for official time during each bi-weekly pay period.																							
WEEK 1																							
Monday				Tuesday				Wednesday				Thursday				Friday							
BA	BB	BD	BK	BA	BB	BD	BK	BA	BB	BD	BK	BA	BB	BD	BK	BA	BB	BD	BK				
WEEK 2																							
Monday				Tuesday				Wednesday				Thursday				Friday							
BA	BB	BD	BK	BA	BB	BD	BK	BA	BB	BD	BK	BA	BB	BD	BK	BA	BB	BD	BK				
8a. Total Number of Hours:												8b. Union Sponsored Training:								8c. Leave: <input type="checkbox"/> Annual <input type="checkbox"/> Sick <input type="checkbox"/> Other			
9. UNION OFFICIAL/STEWARD: After completing the above, sign and date the form and forward to your supervisor.																							
9a. SIGNATURE																		9b. DATE					
10. SUPERVISOR: Upon receipt and after signing and dating the form, forward a copy to the Civilian Personnel Advisory Center, Attn: MER and a copy to: President, AFGE Local 1263.																							
10a. SIGNATURE																		10b. DATE					